

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

1. REQUISITION NO. RES-C02-028  
RES-02-067  
PAGE 1 OF 16

2. CONTRACT NO. NRC-04-02-067  
3. AWARD/EFFECTIVE DATE 05-02-2002  
4. ORDER NO. MODIFICATION NO.  
5. SOLICITATION NO. RES-02-067  
6. SOLICITATION ISSUE DATE 03/27/2002

7. FOR SOLICITATION INFORMATION CALL:  
a. NAME Mona C. Selden  
b. TELEPHONE NO. (No Collect Calls) (301) 415-7907  
8. OFFER DUE DATE/LOCAL TIME 04/04/2002 3:00 P.M.

9. ISSUED BY  
U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: T-7-I-2  
Contract Management Branch 2  
Washington DC 20555  
CODE  
10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 0 % FOR  
 SMALL BUSINESS  
 SMALL DISADV. BUSINESS  
 8(A)  
NAICS: 514191  
SIZE STANDARD: \$21.0 Million  
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE N/A  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING N/A  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Mail Stop: T9 C4  
Attn: Dr. Bennett M. Brady  
Washington DC 20555  
CODE  
16. ADMINISTERED BY  
U.S. Nuclear Regulatory Commission  
Div of Contracts and Property Mgmt  
Two White Flint North - MS T-7-I-2  
Washington, DC 20555  
CODE

17a. CONTRACTOR/OFFEROR  
Institute of Nuclear Power Operations  
Attn: David W. Weeks  
700 Galleria Parkway, SE  
Suite 100  
Atlanta GA 30339-5957  
TELEPHONE NO. (770) 644-8509  
CODE FACILITY CODE  
18a. PAYMENT WILL BE MADE BY  
U.S. Nuclear Regulatory Commission  
Payment Team, Mail Stop T-9-H-4  
Attn: (insert contract or order number)  
Washington DC 20555  
CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B.5 FOR DESCRIPTION OF SERVICES  Project Title: Computer Access to the INPO's Equipment Performance and Information Exchange (EPIX) System Type of Contract: Firm Fixed Price, Requirements Period of Performance: 5/2/2002 through 5/1/2003 with 4 One-Year Option Periods				

25. ACCOUNTING AND APPROPRIATION DATA  
B&R: 26015110203 Job Code: Y6626 BOC: 252A  
31X0200.260 FFS#: RES-C02-028 Obligate: \$243,360.00  
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$243,360.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
*[Signature]*  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*[Signature]*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) D. W. WEEKS, TREASURER  
30c. DATE SIGNED 4-29-02  
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart  
31c. DATE SIGNED 4/24/02

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  
33. SHIP NUMBER  
34. VOUCHER NUMBER  
35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  
32c. DATE  
36. PAYMENT  
 COMPLETE  PARTIAL  FINAL  
37. CHECK NUMBER

38. S/R ACCOUNT NUMBER  
39. S/R VOUCHER NUMBER  
40. PAID BY  
42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  
41c. DATE  
42b. RECEIVED AT (Location)  
42c. DATE REC'D (YY/MM/DD)  
42d. TOTAL CONTAINERS

TEMPLATE-ADM 001

ADM02

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**SECTION B - CONTINUATION BLOCK****B.1 SCHEDULE OF ITEMS AND PRICES**

The prices below include all costs, direct, indirect, and travel, if required, for the performance of work as described in the Statement of Work.

**B.1.1 BASE YEAR (MAY 2, 2002, THROUGH MAY 1, 2003)**

The Annual Fixed Charge for the Base Period of Performance is \$243,360.00.

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: \$243,360.00.

**B.1.2 OPTION YEAR ONE (MAY 2, 2003, THROUGH MAY 1, 2004)**

The Annual Fixed Charge for the performance of Option Year One is \$253,094.00.

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1: \$253,094.00.

**B.1.3 OPTION YEAR TWO (MAY 2, 2004, THROUGH MAY 1, 2005)**

The Annual Fixed Charge for the performance of Option Year Two is \$263,218.00.

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2: \$263,218.00.

**B.1.4 OPTION YEAR THREE (MAY 2, 2005, THROUGH MAY 1, 2006)**

The Annual Fixed Charge for the performance of Option Year Three is \$273,747.00.

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3: \$273,747.00.

**B.1.5 OPTION YEAR FOUR (MAY 2, 2006, THROUGH MAY 1, 2007)**

The Annual Fixed Charge for the performance of Option Year Four is \$284,697.00.

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 4: \$284,697.00.

TOTAL ESTIMATED AMOUNT FOR BASE AND OPTION YEARS: \$1,318,116.00.

## **B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Institute of Nuclear Power Operations (INPO) shall provide (1) access to the Equipment Performance and Information Exchange (EPIX) System; (2) assistance in accessing the database; (3) EPIX documentation and guidance, as needed; and (4) a copy of the EPIX component data.

## **B.3 DELIVERABLES**

INPO shall provide the NRC with an electronic copy of the EPIX component data or a subset of the EPIX component data no later than 14 calendar days from receipt of the request from the NRC Project Officer/EPIX Coordinator.

The electronic data and hard copy documents and reports to be furnished hereunder shall be delivered, with all charges paid by INPO, to the NRC Project Officer/EPIX Coordinator at the address shown in Section C.

## **B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on May 2, 2002, and will expire on May 1, 2003. The term of this contract may be extended at the option of the Government for an additional 4 one-year options.

## **B.5 STATEMENT OF WORK**

### **B.5.1 BACKGROUND**

The Equipment Performance and Information Exchange (EPIX) system is a web-based database that provides information on components important to nuclear plant safety and reliability. EPIX was developed by the Institute of Nuclear Power Operations (INPO) to meet current and projected industry needs for component-level information exchange and to replace the Nuclear Plant Reliability Data System (NPRDS). EPIX is a proprietary database managed by INPO for exclusive use by its member utility organizations. Non-INPO utility member access to EPIX is granted only by written agreement and with approval of INPO member organizations.

In addition to the component performance information in EPIX, EPIX provides access for retrieval of data reported to NPRDS from January 1973 through December 1996.

EPIX contains engineering data and failure information on key components in systems within the scope of the NRC Maintenance Rule for all operating U.S. nuclear generating plants. In addition, reliability data are also collected on key components in risk-significant systems to support the application of probabilistic safety analysis (PSA) techniques to risk-informed management of equipment performance issues.

In March 1997, the Nuclear Energy Institute (NEI) proposed that the Nuclear Regulatory Commission (NRC) accept EPIX as part of a voluntary industry approach for reporting reliability data, in lieu of a proposed NRC rule. In June 1997, the NRC approved the staff recommendation to accept the voluntary approach proposed by the industry, in lieu of a

proposed rule (10 CFR 50.65). The NRC staff recommendation to the Commission (SECY 97- 101) estimated the present value savings of the voluntary approach as compared to rule-making at \$50 million.

EPIX is a proprietary industry database available to INPO member organizations. EPIX is designed for Internet access using access codes, passwords, and encryption software to prevent unauthorized user access.

### **B.5.2 OBJECTIVE**

The Contractor shall provide: (1) access to NRC staff to the Equipment Performance and Information Exchange (EPIX) System which is managed by the Institute of Nuclear Power Operations (INPO), (2) assistance to NRC staff in accessing the database, (3) EPIX documentation and guidance as needed, and (4) a copy of the EPIX component data.

### **B.5.3 SCOPE OF WORK**

NRC use of EPIX necessitates INPO's involvement in providing database access, documentation, and training to the NRC, as necessary; and with EPIX usage assistance; obtaining NRC input on EPIX applications; providing usage information equivalent to that provided to INPO member organizations; and providing notification of changes that could result in significant changes in EPIX usage.

The tasks required are as follows:

#### **B.5.3.1 TASK 1 - EPIX ACCESS CODES AND TECHNICAL SUPPORT**

Each NRC staff and contractor, authorized by the NRC EPIX Coordinator for EPIX access, will require an access (identification) code assigned by INPO. INPO shall provide EPIX access codes to the NRC staff and contractors no later than fourteen (14) working days from receipt of the request from the NRC EPIX Coordinator. Up to twenty (20) access codes shall be provided as part of the annual fixed contract cost. EPIX access codes not used for a period of 180 days are automatically terminated. Canceled access codes shall be reinstated by INPO no later than two (2) working days from receipt of the request from the NRC EPIX Coordinator.

INPO shall also provide up to 80 additional access codes to NRC staff and contractors no later than fourteen (14) working days from receipt of the request from the NRC EPIX Coordinator. EPIX access codes not used for a period of 180 days are automatically terminated. Canceled access codes shall be reinstated by INPO no later than two (2) working days from receipt of the request from the NRC EPIX Coordinator.

EPIX is accessed via the Internet using encryption software. INPO computer services personnel shall provide specifications and instructions to the NRC on the technical aspects of accessing the EPIX database when changes are made to the INPO web site or EPIX systems requirements that may affect NRC access to the system. INPO shall also establish and maintain an EPIX home page for NRC access to the EPIX and NPRDS data.

INPO shall maintain a list of assigned NRC staff and contractors with EPIX access codes. INPO shall provide the NRC EPIX Coordinator with the capability to access a list of NRC staff and contractor personnel assigned EPIX access code. INPO shall provide a listing of NRC EPIX access code assignments to the NRC EPIX Coordinator no later than fourteen (14) working days from receipt of the request. The NRC EPIX Coordinator will review the EPIX access code list at least annually and notify INPO of any requested changes to the access code list. INPO shall provide the NRC EPIX Coordinator with the revised list no later than fourteen (14) working days from receipt of notification.

#### **B.5.3.2 TASK 2 - EPIX DOCUMENTATION**

INPO shall provide the NRC with the same hard copy documentation and on-line access to the EPIX reporting manual, instructions, frequently asked questions, usage guidance, and training material that it provides its members. INPO shall provide the NRC EPIX Coordinator with updates to any hard copy EPIX documentation no later than twenty-eight (28) calendar days after the updates have been made. EPIX documentation is copyrighted by INPO as "Limited Distribution"

and will be controlled by the NRC as specified in Section C under the Section entitled, "EPIX Proprietary Information."

INPO shall provide EPIX usage guidance as needed by the NRC to support the use of the database. This information shall be provided to the NRC EPIX Coordinator no later than five (5) working days of distribution to INPO member organizations.

### **B.5.3.3 TASK 3 - EPIX TRAINING**

EPIX is designed so that usage training is not required. EPIX contains on-line help and access to electronic documentation to assist users when required. If training is desired, INPO shall provide EPIX training to NRC staff and contractors as requested by the NRC EPIX Coordinator. This one-day training program will be conducted at a location designated by the NRC EPIX Coordinator (typically NRC Headquarters) at no additional cost to the NRC. The number of NRC personnel trained and the content of the training will be determined by the NRC EPIX Coordinator, consistent with time allowed and training facilities used.

NRC staff and contractors shall be provided the same EPIX help desk support as INPO member organizations via the EPIX Response Line.

### **B.5.3.4 TASK 4 - EPIX DESIGN AND APPLICATION INTERFACE**

EPIX is designed to meet a wide range of industry applications. To obtain feedback from EPIX users, INPO has established an EPIX Ad Hoc Working Group. INPO shall include an individual designated by the NRC EPIX Coordinator to serve as a member of this feedback group. The NRC representative to this group shall be invited to attend up to two (2) meetings per year at a location designated by INPO (typically, Atlanta, Georgia).

In addition to NRC feedback through the EPIX Ad Hoc Working Group, the INPO EPIX support organization is available on an ongoing basis to respond to questions, comments, and suggestions regarding EPIX design and operating capabilities. The NRC representative to the EPIX Ad Hoc Working Group will serve as the NRC focal point for ongoing dialog between the NRC and the INPO EPIX support organization.

### **B.5.3.5 TASK 5 - DATA REPORTS AND TRANSFER**

INPO shall provide the NRC with the same component engineering and failure data retrieval and report generation capability for the EPIX and NPRDS data as is provided to INPO member organizations. INPO shall provide the NRC with an electronic copy of the EPIX component data no later than thirty (30) working days from receipt of the request from the NRC EPIX Coordinator.

**SECTION C - CONTRACT CLAUSES****C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(FEB 2002)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

## **C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## **C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

#### **C.4 2052.215-71 PROJECT OFFICER AUTHORITY**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Dr. Bennett M. Brady

Address: U.S. Nuclear Regulatory Commission  
Ofc. of Nuclear Regulatory Research  
Mail Stop: T9 C4  
Washington, D.C. 20555

Telephone Number: (301) 415-6363

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

### **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

### **C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### **C.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **C.8 TYPE OF CONTRACT**

This is a Firm Fixed Price, Requirements type contract.

### **C.9 TRAVEL**

If training is desired, INPO shall provide EPIX training to NRC staff and contractors upon request of the NRC EPIX Coordinator at NRC Headquarters in Rockville, MD, on the date established by the NRC Project Officer/EPIX Coordinator.

### **C.10 NRC EPIX COORDINATOR**

The individual listed below is hereby designated as the NRC EPIX Coordinator. This person will be the NRC point of contact for the liaison between INPO and the NRC users of EPIX for requesting the required user access codes, for answering questions concerning the EPIX database, and for resolving user access problems. INPO shall keep the NRC EPIX Coordinator informed on matters that result in significant changes in the quantity or timeliness of the data in the system.

NRC EPIX Coordinator:

Dr. Bennett M. Brady  
U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Mail Stop: T9 C4  
Washington, D.C. 20555  
(301) 415-6363

### **C.11 EPIX PROPRIETARY INFORMATION**

- a. All data provided to the NRC are furnished with "limited rights" to their use. For the purposes of this contract, the term "limited rights" means that the NRC and NRC contractors will treat "plant/unit-specific" information on the EPIX as proprietary commercial information (i.e., EPIX data that identify a specific nuclear plant or utility by name).

The NRC or its contractors will not disclose plant/unit-specific EPIX data outside the NRC except as allowed by this contract or by separate written agreement with INPO.

- b. Plant/unit-specific EPIX data will be publicly disclosed only if (1) the data that forms a basis for the regulatory decision appears in an NRC document addressing a safety concern, and (2) an NRC Office Director determines pursuant to 10 CFR 2.790 (b) (5) that the public's right to know that basis warrants the release of the data. Unless a compelling immediate safety concern dictates otherwise, INPO will be given reasonable advanced notification of the NRC decision to make the specific data public on a given date so that INPO will have the opportunity to exercise its legal options regarding such disclosure. The letter from W. J. Dircks (NRC) to Z. T. Pate (INPO) dated November 18, 1985 provides additional background information and guidance on the use of NPRDS data, which applies in principal to EPIX data also.
- c. The NRC recognizes that INPO makes reasonable efforts to identify and follow up on questionable data, but that ultimate responsibility for data reporting accuracy rests with the submitting plant. Accordingly, the NRC agrees to verify all plant/unit-specific data with the applicable plant(s) before any such data is used for plant-specific regulatory decisions.
- d. INPO grants the NRC the right to publish plant/unit specific analyses of EPIX data provided by INPO subject to the following: The NRC will continue to offer INPO the opportunity to provide comments on documents or reports containing information derived from EPIX data. For substantive NRC documents, this will be consistent with NRC procedures for release of draft documents (e.g., NRC Management Directive 3.4 "Release of Information to the Public," approved September 1, 1993), including disclosure of the draft document and any comments submitted. For other documents, INPO will be on distribution and the NRC will consider any comments provided. These provisions apply only to documents and reports that the NRC intends to make available external to the NRC.
- e. For the purpose of this contract, archived NPRDS data are considered EPIX data.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 ATTACHMENTS**

Attachment 1 Billing Instructions

Attachment 2 NRC Contractor Organizational  
Conflicts of Interest