

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

1. REQUISITION NO. 10-09-396
PAGE 1 OF 1 OF 19

2. CONTRACT NO. NRC-10-09-396
3. AWARD/EFFECTIVE DATE 09/30/09
4. ORDER NO.
5. SOLICITATION NUMBER RQ-DR-09-0243
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Twana Ellis
b. TELEPHONE NO. (No Collect Calls) 301-492-3601
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn:
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100
10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
NAICS: 541611
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS 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
Washington DC 20555
CODE
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100

17a. CONTRACTOR/OFFEROR CORPORATE EXECUTIVE BOARD COMPANY, THE
1919 N LYNN ST
ARLINGTON VA 222091705
TELEPHONE NO. 571-303-5778
CODE
FACILITY CODE
18a. PAYMENT WILL BE MADE BY Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230
CODE 3100

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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	The purpose of this fixed price purchase order is to supply services relating to acquisition function process improvement and transformation, acquisition/procurement staff training and leadership development, advisory services and acquisition decision making. The period of performance is from 09/30/2009 to 09/29/2010 with 4 one year option periods (Use Reverse and/or Attach Additional Sheets as Necessary)	1	Lot	48,000.00	\$48,000.00
					\$48,000.00

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
B&R: 9-4015-5B1308 JC: D2360 BOC: 2620 App No. X0200
Obligates Funds \$48,000.00
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$48,000.00

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 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
 29. AWARD OF CONTRACT: REF. CEB's OFFER DATED 09/11/2009 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
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
30c. DATE SIGNED
31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER)
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King
31c. DATE SIGNED 9/25/2009

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows: CORPORATE EXECUTIVE BOARD: PROCUREMENT STRATEGY COUNCIL

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Corporate Executive Board (CEB) will provide the U.S. Nuclear Regulatory Commission (NRC), membership to its Procurement Strategy Council. Members will have access to research content and access to individual membership services over the term of the membership. Member has access rights to the following services during the membership term:

- 1) Access to the Annual Executive Retreat Meeting for one individual from the Member Organization (reserved for the senior-most Procurement executive)
- 2) Access to Procurement Strategy Council web site, print publications and decision support tools
- 3) Access to Procurement Strategy Council teleconferences/webinars
- 4) An assigned account team which proactively supports the Member Organization in achieving its strategic priorities by connecting the senior-most Procurement executive with appropriate resources provided by Corporate Executive Board's Procurement Strategy Council

B.3 PRICE/COST SCHEDULE

BASE YEAR: September 30, 2009 - September 29, 2010

ITEM No.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	Amount
001	Yearly Membership Fee	[REDACTED]	Lot	[REDACTED] 0	\$48,000
Total Base Year					\$48,000

OPTION YEAR ONE: September 30, 2010 - September 29, 2011

ITEM No.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
002	Yearly Membership Fee	[REDACTED]	Lot	[REDACTED]	\$49,500
Total Option Year One					\$49,500

OPTION YEAR TWO: September 30, 2011 - September 29, 2012

ITEM No.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
003	Yearly Membership Fee	[REDACTED]	Lot	[REDACTED]	\$51,000
Total Option Year Two					<u>\$51,000</u>

OPTION YEAR THREE: September 30, 2012 - September 29, 2013

ITEM No.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
004	Yearly Membership Fee	[REDACTED]	Lot	[REDACTED]	\$52,000
Total Option Year Three					<u>\$52,500</u>

OPTION YEAR FOUR: September 30, 2013 - September 29, 2014

ITEM No.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
005	Yearly Membership Fee	[REDACTED]	Lot	[REDACTED]	\$54,000
Total Option Year Four					<u>\$54,000</u>

TOTAL BASE YEAR PLUS OPTION YEARS 1,2,3,4 **\$225,000**

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$48,000.00.

B.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on September 30, 2009, and will expire on September 29, 2010. The term of this contract may be extended at the option of the Government for an additional four 1-year options.

B.6 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**1.0 BACKGROUND**

The NRC's Division of Contracts requires access to best practices procurement research and assessment tools from government agencies, leading corporations and not-for-profit institutions. The research must address issues related to strategic acquisition practices and processes. Access to this type of research will provide NRC managers with the information necessary to meet Federal mandates for managing the acquisition function, and capitalize on the successful

practices of other practitioners. This information will be used to shape strategic decisions and to accelerate tactical implementation of NRC acquisition programs.

The NRC is seeking a contractor that can support the objectives of the U.S. Government Chief Acquisition Officers; provides access to an expert research staff and rigorous validation processes; a unique cross functional purview and a shared cost business model which allows unmetered service to a wide range of services for a fixed price. These four factors must contribute to the unique nature of the bundles services: Acquisition Function Process Improvement and Transformation Services; Acquisition/Procurement Staff training and Leadership Development; Advisory Services for Chief Acquisition Officer/Deputy Acquisition Officer Decision-Making; and Member Events and Networking. Included in the service is access to the Annual Executive Retreat Meeting for one individual from the Member Organization; access to Procurement Strategy Council web site; print publications and decision support tools; access to Procurement Strategy Council teleconference/webinars; and, an assigned account team which proactively supports the Member Organization in achieving its strategic priorities by connecting the senior-most Procurement executive with appropriate resources provided by Corporate Executive Board's Procurement Strategy Council.

2.0 OBJECTIVE

The Contractor shall provide necessary personnel, management, materials, administrative and technical services required as requested for the tasks outlined in the contract.

3.0 SCOPE

The contractor shall provide:

Membership in the Procurement Strategy Council ("Program") runs for 12 months from the Membership Start Date. During the membership term, the Corporate Executive Board Company ("CEB") grants Nuclear Regulatory Commission and its wholly owned subsidiaries ("MEMBER") a non-exclusive, royalty-free, worldwide, revocable, non-transferable and non-assignable license to use, reproduce, and distribute the Program's Membership Materials solely for MEMBER's internal business purposes. Membership Materials, as defined below, may consist of publications, surveys, websites, teleconferences, meetings, and other CEB materials and services. MEMBER agrees to CEB's Membership Terms displayed at www.executiveboard.com/supplementalterms. MEMBER's senior-most Procurement executive is the primary contact for the Membership.

4.0 SPECIFIC TASKS

1. Acquisition Function Process Improvement and Transformation Services:

Benchmarking and Diagnostics

- Anatomy of a World-Class Acquisition Procurement Organization-a self-diagnostic tool designed to help organizations evaluate their existing capabilities and determine areas that could benefit from process improvement. Organizations map department strengths and development opportunities across 20 key attributes of the finance function. Council staff analyze the diagnostic results and provide a customized report and gap analysis, mapping opportunities for improvement to actionable best practices and research from the Council archive.
- Business Alignment Diagnostic - survey-based tool which provides senior most Acquisition/Procurement executives with a window into the acquisition team's effectiveness in providing useful support to internal customers. Through a web-based survey, clients ask their internal customers to grade the importance and effectiveness of the acquisition team across attributes spanning core functional responsibilities (e.g., strategic alignment, performance management, supplier/vendor engagement, information and infrastructure, talent). Council staff

analyze responses and create a customized report. Key areas of possible improvement are linked to actionable best practices from the Council's research archive.

- Organization Performance Benchmarking-provides clients the ability to conduct a high level assessment of productivity across the organization. 25 key indicators of productivity are reviewed, including Functional ROI, Savings Rate, Budget & Staffing Efficiency, Systems, Talent Maturity

Best Practices Implementation Guidance

- Core Acquisition/Procurement Process Re-engineering Best Practices-in-depth profiles of tactical improvements and process maps for performance measurement, internal business partnership, vendor management, technology enablement, becoming a "Customer of Choice" and contract management
- Sample Organizational Structure Re-design Templates--online archive of Procurement organizational structures
- Decision Support Tools and Implementation Profiles--end-to-end implementation guide for decision support improvements including reporting structures, responsibilities, skill assessments, and tools for line decision making

Facilitated Onsite Workshop

- Advisory Workshop--half-day working session per membership period with Senior Research Director and your team on key topics of your choice

2. Acquisition/Procurement Staff Training and Leadership Development:

- CEH-Accredited Teleconferences on Strategic Finance Topics--over 30 teleconferences per year on topics such as risk management, audit trends, management dashboard development, capital structure, and finance staff development, among other topical issues
- Online Procurement University-targeted learning modules that walk participants through an end-to-end learning process, covering fundamental acquisition activities and processes.

These modules are rooted in standard and best-demonstrated practices to provide underlying theories and accelerate staff development. Self-study modules consist of an audio and visual lesson, review questions, and test questions.

- In Person "Bootcamps" - Held in our offices here in Washington DC, participants sharpen skills while networking with peers. Capstone project involves working in a multi-company work team to create a category strategy and present to a panel of peers
- Web Portal and Decision Support Centers--online archive organized by role and key decisions
- Topic-Focused Peer Groups-moderated "question and answer" email groups by topic area, including Strategic Sourcing, Supplier Management and Sustainability

3. Advisory Services for Chief Acquisition Officer/Deputy Acquisition Officer Decision Making:

Enterprise Project Support

- Enterprise-Level Project Support-end-to-end implementation templates and guidance for CPO-level, company-wide projects including Competency Tool Development, Procure to Pay Systems, Performance Metric Overhauls, Support for Chief Acquisition Officer Deputy CAO Personal Development Objectives
- Effective Stakeholder Management-tactics for addressing challenge points in stakeholder relationships including managing the reporting process, effectively communicating performance, and improving decision support capabilities
- Chief Acquisition Officer Personal Effectiveness Tools-benchmarks and tactics for defining an effective role, span of control, activities, and time allocation for CAOs and Deputy CAOs
- Principals-Only Annual Executive Retreat-annual, one-day discussion-oriented forums focused on a key strategic and emerging issues; 20 CAO/CPOs in attendance, vendor-free event

4. Member Events and Networking:

- Facilitated Member Meetings-The Council convenes groups of government CAO/CPOs and deputy CAOs for content rich, vendor-free discussions and problem-solving opportunities on urgent, government-specific challenges.
- Member Teleconferences/Webinars-Virtual forums organized by Council staff as member challenges emerge and as frequently as member interest dictates. Audio files and presentation materials from past teleconferences and webinars are archived on a secure Council member site.
- On-Site Support Services-The Council offers a number of services at member facilities, which could range from presenting relevant case profiles to idea generation and strategic planning workshops. In the past, members have indicated that face-to-face interaction helps them align their teams around major business objectives.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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:

□ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

□ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

□ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

□ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

□ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

□ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

□ (7) [Reserved]

□ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

□ (ii) Alternate I (Oct 1995) of 52.219-6.

□ (iii) Alternate II (Mar 2004) of 52.219-6.

□ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

□ (ii) Alternate I (Oct 1995) of 52.219-7.

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

□ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

□ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.3 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.4 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name:	Mona Selden
Address:	U.S. Nuclear Regulatory Commission Mail Stop: TWB-01-B10M Washington, DC 20555
Telephone Number:	301-492-3604

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. DATE	PAGES
Attachment I	Billing Instructions for Fixed Price	9/17/09	2
Attachment II	Tax Exempt Certificate	9/17/09	2

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

previously-issued exemption certificates

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations which continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 1997. Vendors are required to charge tax on sales made on or after October 1, 1997, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 1997, so that they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter, or for other demonstrated cause, by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

State of Maryland
Comptroller of the Treasury
Revenue Administration Division
301 W. Preston Street
Baltimore, Maryland 21201-2333

The attached card is your new exemption certificate which is valid upon receipt. Effective October 1, 1997, exemption certificates issued to governmental entities no longer have an expiration date, thus eliminating the need to renew the certificate. Please read the enclosed Tax Tip and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, please call the Taxpayer Service Section at (410) 767-1300 in Baltimore, toll free 1-800-492-1751 from elsewhere in Maryland, or e-mail at taxhelp@comp.state.md.us.

State of Maryland Comptroller of the Treasury	
Sales and Use Tax Exemption Certificate	
Account Number	Expiration Date
30005004	Governmental
Name	No Expiration Date
U.S. Nuclear Regulatory Commissi	
on	
ANBB11-104	
Washington, DC 20555	

PLEASE LAMINATE THIS CARD TO EXTEND ITS LIFE

This exemption certificate authorizes the organization listed on the face of this card to purchase tax-free tangible personal property and services which will be used in carrying out its work. This certificate is not transferable and may not be used to make exempt purchases of items used primarily to conduct an unrelated trade or business or items for the personal use of officials, members or employees of the organization. Misuse of this certificate shall be cause for revocation and possible legal action.

Notice to vendors: The name and certificate number of the organization must be entered on your record of each sale. If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at (410) 767-1500 in Baltimore, or toll-free 1-800-492-1751 from elsewhere in Maryland, or write to the Revenue Administration Division, 301 W. Preston Street, Baltimore, Maryland 21201-2363.

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