

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. F. I. TION NO. 04-10-137	PAGE 1 OF <b>20</b>
2. CONTRACT NO. <b>NRC-DR-04-10-0209</b>	3. AWARD/EFFECTIVE DATE 09-30-2010	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Erika Eam	b. TELEPHONE NO. (No Collect Calls) 301-492-3492	8. OFFER DUE DATE/LOCAL TIME 08-13-2010 11:00AM EST	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Erika Eam, 301-492-3492 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611519 SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	15. DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: TWB-01-B10M Washington DC 20555	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	
17a. CONTRACTOR/OFFEROR CODE 062661272 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 <input type="checkbox"/> SEE ADDENDUM		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p><i>Service (EE)</i></p> <p>The purpose of this purchase order is to have a contractor provide expert lectures on <del>sever</del> Accident Management Guidance (SAMG), promote discussion suitable for fostering a better understanding of the Westinghouse Owners Group (WOG) SAMGs design, validation, and implementation.</p> <p>A cost breakdown of services provided are detailed in Section B.2 COSTS of this award.</p> <p>Period of Performance: September 30, 2010 to January 31, 2011 Total Contract Amount: NOT TO EXCEED \$29,200.00 Total Obligation Amount: \$24,912.00</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA B&R#: 060-15-111-203; Job Code: V6090; BOC: 252A Appr. #: 31X0200.060; Obligated Amount: \$24,912.00 DUNS#: 062661272	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$29,200.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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 <i>Kenneth B. Blanchard</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sheila Bumpass</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kenneth B. Blanchard, Director FENOC Operations	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila Bumpass Contracting Officer
30c. DATE SIGNED 9/22/2010	31c. DATE SIGNED 9/16/2010

**SUNSI REVIEW COMPLETE**

SEP 24 2010

**ADM002**

TEMPLATE - ADM001

**B.1 Contract Type**

This firm fixed price contract.

**B.2 Costs**

The firm fixed rate for this Purchase Order is broken out below with the total ceiling price of **\$29,200.00**, payable as described in Section G.5. No other payment shall be made unless this order is modified in writing by the Contracting Officer to provide for such additional payments.

The firm fixed ceiling price for this purchase order is broken out as follows:

Category	Cost/Unit	Total
Task 1 – Course Preparation	\$14,300.00	\$14,300.00
Task 2 – Course Conduct	\$14,300.00	\$14,300.00
<b><u>Total</u></b>		<b><u>\$29,200.00 NTE</u></b>

**SECTION C – Description/Specification/Statement of Work**

STATEMENT OF WORK FOR COMMERCIAL

TITLE: Westinghouse Severe Accident Management Guidance (SAMG) Training

BACKGROUND

Significant time has passed since the development of Accident Management Guidance (AMG) in the 1990s. With the retirement of senior staff, the agency is quickly losing expertise in this area. Owing to the nature of the nexus between AMGs and the NRC's oversight function, the NRC does not offer internal training related to the AMGs. The proposed training course will offer a unique opportunity for newer staff to understand the history, basis, implementation and intended execution of the vendor-specific SAMGs in widest use (i.e., those developed by the Westinghouse Owners Group - WOG).

The scope of this contract covers preparation for, and execution of, a 1-2 day training course on the Westinghouse Severe Accident Management Guidelines. All major aspects of the SAMGs will be covered, with both lectures and discussion. The Nuclear Regulatory Commission (NRC) will handle training coordination. This contract will provide access to the expert's time and conduct of the course itself.

OBJECTIVE

To provide expert lectures on the SAMGs, and promote discussion suitable for fostering a better understanding of the WOG SAMG's design, validation and implementation.

SCOPE OF WORK

The following tasks shall be completed by the contractor, in close coordination with the NRC technical project manager.

Task 1 – Course Preparation

The contractor shall take stock material used for similar industry training sessions, and modify it for use in the NRC training course. This task shall include a phone call with senior staff in the three cognizant NRC offices (Office of Regulatory Research (RES), Office of Nuclear Reactor Regulation (NRR), and the Office of Nuclear Reactors (NRO)) to discuss particular focuses of interest. This phone call will be coordinated by the NRC technical project manager. A sample course agenda is provided here:

- History of SAMG development and the underlying experimental and analytical bases
- EOP to SAMG transition criteria and considerations
- The general layout of the SAMGs
- Focused look at the SACRGs, DFC, SAGs, SCST, SCGs, SAEGs, and CAs
- Generic strategies
- Instrumentation considerations

- Emergency response guidance and Emergency plan interfaces
- The role (and interplay) of the control room, onsite technical support center and offsite emergency operations facility
- Industry SAMG training and validation activities

This task also includes the administrative activities associated with preparing course material (handouts).

The number of course attendees will be provided at the start of the contract by the NRC technical project manager, but for planning purposes, 25 attendees (in person) should be assumed. Additional attendees may participate via video teleconferencing, and materials can be sent to these attendees electronically, beforehand.

Estimated level-of-effort: 50 hours

Estimated completion date: 2 months after award of contract

#### Task 2 – Course Conduct

Two contractor instructors, with sufficient expertise to cover the breadth of course material, shall travel to NRC offices in either Rockville or Bethesda (Maryland) to conduct a 1-2 day course. The dates for the course will be negotiated based on the contractor and the NRC attendees' availability. The location of the course will be at one of the NRC's facilities in Bethesda or Rockville, MD.

The course may be video-taped, such that it can be utilized as a training and knowledge transfer tool.

Estimated level-of-effort: 64 hours

Estimated completion date: 4 months after award of contract

#### TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall have expertise in nuclear power plant design and operation, nuclear power plant accident analysis, severe accident phenomena, and the history / development / implementation of the WOG SAMGs.

#### LEVEL OF EFFORT

The estimated level of effort for this project is 114 staff hours.

#### PERIOD OF PERFORMANCE

The period of performance for this contract is 4 months from the time of contract award.

#### REPORTING REQUIREMENTS

Required deliverables are outlined in the "DELIVERABLES/SCHEDULES AND/OR MILESTONES" section below.

Monthly Letter Status Report.

A Monthly Letter Status Report (MLSR) is to be submitted to the NRC Project Manager by the 20<sup>th</sup> of the month following the month to be reported with copies provided to the following:

RESDRAMLSR.Resource@nrc.gov

The MLSR will identify the title of the project, the job code, the Principal Investigator, the period of performance, the reporting period, summarize each month's technical progress, list monthly spending, total spending to date, and the remaining funds and will contain information as directed in NRC Management Directive 11.1. Any administrative or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the NRC project manager.

DELIVERABLES/SCHEDULES AND/OR MILESTONES

<u>Task</u>	<u>Item</u>	<u>Date (or frequency)</u>
	Monthly Letter Status Reports	Once per month
1	Course Design	Four (4) weeks after contract award
2	Develop Course Materials	Eight (8) weeks after contract award
3	Conduct Course	Sixteen (16) weeks after contract award

MEETINGS AND TRAVEL

1. One trip is anticipated, involving two contractor instructors' staff traveling to Rockville or Bethesda, MD for four days (including two travel days).

TECHNICAL DIRECTION

Technical direction will be provided by the Project Manager, **Michelle Gonzalez**, who can be reached at, 301-251-7591, or at Michelle.Gonzalez@nrc.gov.



**F.1 Period of Performance**

The effective date for the contract will be no more than four (4) months from time of award.

**F.2 Place of Performance**

The Contractor shall, upon receipt of the purchase order, promptly commence the work specified therein. It is anticipated that there will be very short notice of requirements for services; therefore, the Contractor's prompt response to these requirements is required.

Required Travel

All services shall be performed in the Washington, DC Metropolitan Area. All services must be accomplished in the manner and frequency prescribed within the Statement of Work under this Purchase Order.

[END OF SECTION F]

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 Contract Administration Office:** The cognizant Contract Administration office for this order is:

Erika Eam  
United States Nuclear Regulatory Commission  
Mailstop: TWB-01-A31M  
Washington, D.C. 20555-0001

**G.2 Project Officer (PO):** The USNRC PO is responsible for the technical requirements covered by this order will be determined at the time of award.

Michelle Gonzalez  
United States Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Division of Risk Analysis  
Mailstop: CSB/C4A07M  
Washington, DC 20555

301-251-7591

**G.3 Technical Directions/Relationship with USNRC**

(a) Technical Directions are defined to include:

1. Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
2. Provision of written information to the Contractor which assists in the interpretation, or technical portions of the work statement;

3. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing and must be within the scope of work as detailed in Section C.

(b) The PO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of the Contract:

1. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
2. Performs or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
3. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Project Officer" with a copy furnished to the Contracting Officer.
4. Issue written interpretations of technical requirements of Government drawings, designs and specifications.
5. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
6. Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

(c) The PO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of services delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated PO, the PO may designate someone to serve as PO in his or her place. However, such action to direct an individual to act in place of the PO shall be immediately communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulation (i.e. Federal Acquisition Regulation and NRC Acquisition Regulation). The Contractor and the PO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contractor Officer will be responsible for resolving legal issues; determining contract scope and interpreting contract terms and conditions. The Contracting officer is the sole

authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Division of Contracts Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

[END OF SECTION G]

#### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Pursuant to FAR 52.252-2 "Contract Clauses Incorporated by References" (FEB 1998) this Contract incorporates the following FAR clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

- 52.227-14 Rights in Data – General (Dec 2007)
- 52.227-14 Rights in Data – General - Alternate I (Dec 2007)
- 52.227-14 Rights in Data – General - Alternate II (Dec 2007)

#### **LIMITED RIGHTS NOTICE (DEC 2007)**

(a) These data are submitted with limited rights under Government Contract No. NRC-DR-04-10-0209. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: NONE.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

#### **H.1 Source/Origin of Goods and Services**

The source and origin of all goods and services shall be the United States.

[END OF SECTION H]

**Section I – Contract Clauses**

52.242-15	Stop Work Order
52.243-7	Notification of Changes
52.246-4	Inspection of Services – Fixed Price Feb 1992
52.249-14	Excusable Delays (OCT 1995)
52.249-1	Termination of Convenience of the government (Fixed Price)(Short Form)(APR 1984)

**I.1 52.217-8 OPTION TO EXTEND SERVICES. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty days.

(End of clause)

**I.2 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

(End of clause)

**ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS**

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**I.3 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--  
COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

1. Paragraph (o) of FAR 52.212-4 is superseded by the Contractor's warranty clause set forth hereto:

**A. Training (Excluding Training Material)**

Westinghouse warrants that the Training will be performed by competent personnel skilled in their respective disciplines and will be performed in accordance with accepted standards and engineering practices. In the event any portion of the Training fails to comply with this warranty obligation and Westinghouse is promptly notified in writing within one hundred eighty (180) days after completion of the Training which gives rise to

the claim, Westinghouse will promptly reperform such portion of the Training without additional compensation from Purchaser, or if reperformance is impracticable, Westinghouse will refund the amount of the compensation paid to Westinghouse for such portion of the Training. Westinghouse neither warrants nor represents that completion of the Training provided hereunder will necessarily result in the successful qualification or licensing of Trainees.

B. Training Material

Westinghouse warrants that the Training Material furnished will be free from defects that would adversely affect its ability to be used for training until one hundred eighty (180) days after the Delivery of the Training Material to the Purchaser. In the event any portion thereof fails to conform to this warranty and Westinghouse is promptly notified in writing within the warranty period, Westinghouse shall correct such nonconformity without additional compensation from Purchaser, or if such correction is impracticable, Westinghouse will refund the amount of compensation paid to Westinghouse for such portion of the Training Material. Westinghouse neither warrants nor represents that use of the Training Material furnished will necessarily result in the successful qualification or licensing of Trainees, nor result in the successful performance by Trainees of activities contemplated by the Training Material.

C. Exclusivity of Warranties and Remedies

The warranties set forth in this article are exclusive and are in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose, and all warranties arising from course of dealing or usage of trade). Correction of non-conformities in the manner and for the period of time provided in this article shall constitute Westinghouse's sole liability, and Purchaser's exclusive remedy for failure of Westinghouse to meet its warranty obligations whether claims of Purchaser are based in contract, in tort (including negligence and strict liability), or otherwise.

**I.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)**

(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, 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)).

(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)).

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(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) 52.222-54, 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.)

(27)(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.)

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(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(29)(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.

(30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(31)(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.

(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 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).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(36) 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)).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)(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) (Sep 2009) (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 (Sep 2009) (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) [Removed and reserved]

(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 Donation 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.

**I.5 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.225-13	NOTICE TO SUPPLIER	APR 1984
	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984

**I.6 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR Ch. 20**

**I.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.

**I.8 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.

(End of Clause)

**I.9 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.

**ATTACHMENT I**

**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](mailto:NRCPayments@nbc.gov)

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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](mailto: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**

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

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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.