

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

1. REQUISITION NO. 02-10-015 PAGE 1 OF 16

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09-30-2010 4. ORDER NO. NRC-02-10-015 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique C. Malone 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 B(A) NAICS: 541990 SIZE STANDARD: \$7 million dollars

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 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 Nuclear Materials Safety and Safeguards Michael Raddatz 301-492-3108 Mail Stop: TWB-01-B10M 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 SAFER SYSTEMS, LLC 5284 ADOLFO RD STE 100 CAMARILLO CA 930126790 TELEPHONE NO. 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. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a firm fixed price purchase order for a project entitled "Chemical Plume Analysis System." The contractor shall provide all services described in the Statement of Work located in section B.3.				
CLIN 0001	Base Year - Period of Performance is September 30, 2010 to September 29, 2011. The total firm fixed price of the base year is \$84,545.				\$84,545.00
CLIN 1001	Option Year I Period of Performance is September 30, 2011 to September 29, 2012. The total firm fixed price of Option Year I is \$32,195.				
				SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA B&R Number: 5015333208, Job Code: J5669, BOC: 252a Appropriation: 31X0200, Obligate \$84,545 EFS: 5010R045/APP ID #4189, DUNS: 620806224 28. TOTAL AWARD AMOUNT (For Govt. Use Only) \$84,545.00

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 1 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. 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 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Dominique C. Malone 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Manager, Project Planning & customer serv 30c. DATE SIGNED 09/29/10 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dominique C. Malone 31c. DATE SIGNED 9/30/2010

SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

A. The contract type is firm fixed price.

The total firm fixed price of the Base Year is \$84,545.

The total firm fixed price of Option Year I is \$32,195.

B. Payment Schedule

Payments shall be made based on the approval by the project officer of each deliverable and submission by the contractor of a proper invoice to the address located in block 18a of the form 1449.

The payment schedule is as follows:

CLIN	Deliverable	Task from SOW	Completion Date (No Later Than)	Payment Amount
0001	Deliverable 1: Operational Version of the commercial software w/GSM modem	Section 3	2 weeks after contract award on September 30, 2010	[REDACTED]
0002	Deliverable 2: Proposed structure of database with a demonstration of operational capabilities. NRC staff will supply information on the site to be modeled and will populate the database	Section 3.2	4 weeks after delivery of software	[REDACTED]
0003	Deliverable 3: Operational version of software with all fuel cycle facility information entered	Sections 3.2 and 3.3	4 weeks after approval of database by NRC. Security informational controls will be approved by the Office of Administration and NSIR prior to the input of fuel facility data	[REDACTED]
0004	Deliverable 4: Train NRC staff to input hazardous material inventory for each facility	Section 3.4a	2 weeks following NRC acceptance of delivered solution	[REDACTED]
0005	Deliverable 5: Assist NRC staff in operational training and verification that software solution displays and operates within the specifications of this contract.	Section 3.4.b	Within 4 weeks of completion of initial training	[REDACTED]

Option Year I 1006	Deliverable 6: Maintain and upgrade software solution	Section 6.0	Within 30 days of becoming commercially available	Monthly payments.
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C. The Period of Performance is as follows:

Period Of Performance	Length Of Performance Period	Estimated Dates
Base	One (1) Year	September 30, 2010 – September 29, 2011
Option I	One (1) Year	September 30, 2011 – September 29, 2012

B.2 GOVERNMENT PROPERTY

A. The contractor will be provided the following Government Furnished Property (GFP) and Government Furnished Information for use in the performance of this contract:

ITEM	VALUE
Windows based laptop Computer	
List and Location of facilities	-
Minimum list of critical receptors (effected individuals and locations)	-
Photographs and graphic description of facilities.	-
Release scenarios to be modeled	-

B.3 STATEMENT OF WORK

1.0 BACKGROUND

As a regulatory agency, the U.S. Nuclear Regulatory Commission (NRC) must be able to effectively respond to a radiological/chemical release event. The NRC has chosen to invest in the human resources, training, and procedure development to handle the occurrence of such a radiological/chemical release event. NRC believes that this training is the cornerstone of effective emergency management. However, should a radiological/chemical release event occur, the addition of a near real-time (Under this requirement, lag time is defined at <15 minutes) plume visualizing technology will place NRC in a much better position to make informed and timely decisions and this will help to ensure that public health and safety, as well as the environment are protected.

Currently in the Incident Response Center, an Emergency Response Data System (ERDS) exists to monitor critical parameters affecting public health and safety. NRC requires an equivalent capability to perform an independent assessment of the hazard of chemical releases to public health and safety at fuel cycle facilities. This project is being awarded by the Office of Nuclear Material Safety and Safeguards (NMSS) because the response teams for incidents involving fuel cycle facilities and their associated subject matter experts reside in NMSS. Thus, NMSS is in the best position to recommend the response tools. However, the Office of Nuclear Security and Incident Response (NSIR) will have the delivered software solution installed on their system for use in the Incident Response Center, as well as provide oversight and training needs to the appropriate response teams.

2.0 OBJECTIVE

The objective of this requirement is to obtain a commercial radiological/chemical plume analysis software solution that utilizes a graphical display which is informed with real-time weather data. The system shall be pre-programmed to include at least 13 fuel cycle facilities as the release points. The delivered software solution shall have the ability to utilize near real-time weather data to display a graphic prediction of the spread of the plume in near real time with the ability to provide plume migration projections. The plume, when graphically overlaid on maps of the affected area shall show the effects in user-selectable units such as Emergency Response Planning Guidelines (ERPG), Temporary Emergency Exposure Limits, (TEELs), or Acute Exposure Guideline Levels (AEGLs) on the receptors such as residents, schools and hospitals within the Continental United States of America. The NRC (NSIR) will perform initial installation of the delivered software on a stand-alone system.

3.0 SCOPE OF WORK

The NRC seeks to have the capability to assess a chemical release and predict its effects on community populations utilizing tools such as infiltration modeling at critical receptors e.g., Nearest Resident, School, Hospital, Nursing Home or Major Business. The contractor shall provide a commercial plume analysis software package containing, at a minimum, the following capabilities, and the package shall have the ability to be enhanced as described below:

1) The software's graphical display shall:

- a) Predict and display in near real-time the dispersion of accidental or intentional releases of toxic chemical/radiological materials as defined in 40 CFR 173
- b) Overlay plume graphics on a display or to show the critical receptors , roads, and major topographical features such as rivers, bays or mountain ranges;
- c) Calculate real-time infiltration at the critical receptors for each facility to assess the shelter-in-place effectiveness;
- d) Utilize near real-time weather data obtained from either a weather station at the facility or a nearby public source, such as an airport or government facility, with the ability to input the data manually if a station is not available;

- e) Automatically scale to plume boundaries, as well as zoom in and out on demand; and
 - f) Include the ability to be modified to contain an NRC-controlled and generated database of hazardous materials at current fuel cycle facilities, and pre-defined release scenarios e.g., tank or piping leaks, catastrophic failure of equipment, or storage facilities,, with the ability to identify any building on any site. Currently, there are 13 fuel facilities to be modeled but the software shall be able to handle at least 120 sites
 - g) Security informational controls will be approved by the Office of Administration and NSIR prior to the input of fuel facility data.
- 2) The software shall have the ability to accept an input such as "Chlorine release (100lbs/min) in progress at the ACME Fuel Facility, Building 322, it started 10 minutes ago!" When the location is entered, the software will first find and display the facility in an aerial photograph and have the ability to shift to a graphic (GIS) presentation of the site (NRC staff will supply photos and/or graphics of buildings to be displayed on Google Earth or similar format after contract award) using a facility name input. The software shall then be able to identify and zoom-in on a specific site, and that site would be the point from which the plume graphics would emanate.
- 3) Minimum scenarios that the plume analysis software shall be able to analyze include:
- a) Gas releases
 - b) Liquid releases
 - c) Gas and liquid releases
 - d) Stack emissions
 - e) Ground level and elevated emissions
 - f) Pipe leaks
 - g) Tank and, tank car ruptures as well as failures of pipes leading from tanks
 - h) Liquid and Gas Multi-component modeling
 - i) Back Calculation – to provide a release rate estimation
 - j) Fire modeling
 - k) Explosion modeling – overpressure effects
 - l) Infiltration modeling – evaluate safe haven effect
 - m) Exfiltration modeling – release within a structure

The system shall be compatible with Microsoft Windows XP and be forward compatible to Microsoft VISTA. The contractor shall supply a "GSM" modem with Internet connection for installation by NRC in an NRC-supplied laptop computer. This will allow an Internet connection for initial testing and remote use of the software.

The following Section 508 standards apply to this acquisition: 1194.21, 791194.31, and 1194.41. See www.section508.gov for more information.

4) Training

- a) The Contractor shall provide within in the first year following the award three (3) separate training sessions for up to a maximum of 15 NRC personnel at NRC Headquarters located in Rockville, MD on the use of the delivered application and the maintenance of updating of the application database. This shall include training NRC personnel in the programming of the minimum scenarios defined in 3 above.
- b) The software shall have the capability to be modified to enter new fixed location facilities or when given a location (e.g., address, major road / rail road crossing or latitude/longitude) to assess the effects of releases anywhere in the Continental United States of America.

4.0 TRAVEL REQUIREMENTS

The NRC anticipates three (3) Contractor trips within the first year following the award to NRC Headquarters in Rockville, Maryland, to provide training and to oversee NRC installation of the software. These meetings are expected to last three (3) days each. All other meetings will be held via teleconference, videoconference or on-line meetings utilizing "Go-to-Meeting". During Fiscal Years 2011 and 2012, the NRC anticipates two (2) Contractor trips as requested by the NRC TPM each year to NRC Headquarters in Rockville, Maryland. These meetings are expected to last two (2) days each to provide software updates and staff training.

5.0 GOVERNMENT FURNISHED PROPERTY

Following award The NRC will provide copies of the following documents to the contractor:

- List and location of facilities
- Release scenarios to be modeled
- Minimum list of critical receptors (effected individuals and locations)
- Photographs and graphic descriptions of the facilities
- Windows Based Laptop computer

6.0 OPTION YEAR I

MAINTAIN AND UPGRADE FOR DELIVERED SOFTWARE SOLUTION

The contractor shall maintain the software compatibility with the most recent versions of the windows operating systems and shall upgrade the software.

7.0 DELIVERABLES AND SCHEDULE BASE YEAR

Deliverable	SOW	Completion Date (No Later Than)
Deliverable 1: Operational Version of the commercial software w/GSM modem	Section 3	2 weeks after the contract award September 30, 2010
Deliverable 2: Proposed structure of database with a demonstration of operational capabilities. NRC staff will supply information on the site to be modeled and will populate the database	Section 3.2	4 weeks after delivery of software
Deliverable 3: Operational version of software with all fuel cycle facility information entered	Sections 3.2 and 3.3	4 weeks after approval of database by NRC. Security informational controls will be approved by the Office of Administration and NSIR prior to the input of fuel facility data
Deliverable 4: Train NRC staff to input hazardous material inventory for each facility	Section 3.4a	2 weeks following NRC acceptance of delivered solution

Deliverable 5: Assist NRC staff in operational training and verification that software solution displays and operates within the specifications of this contract.	Section 3.4.b	Within 4 weeks of completion of initial training
Deliverable 6 Option Year I: Maintain and upgrade software solution.	Section 6.0	Within 30 days of becoming commercially available

8.0 SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following standards have been determined to be applicable to this contract: 1194.21, 1194.31 and 1194.41. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

8.1 VPAT Completion

Safer System's VPAT standards are acceptable. The contractor must maintain the current level of acceptable standards over the life of the contract.

SECTION C - CONTRACT CLAUSES

I. Federal Acquisition Regulation (FAR) Clauses

The following 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.

52.212-4

CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS

OCT 2008

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

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

C.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 60 days.

C.2 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 30 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 two (2) years.

FAR 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
52.204-9	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.213-3	NOTICE TO SUPPLIER	APR 1984
52.225-13	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
52.245-1	GOVERNMENT PROPERTY	AUG 2010

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010) ALTERNATE II (JUN 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 (APR 2010)(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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 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).

(8) [Reserved]

(9)(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.

(10)(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.
- (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (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.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(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.
- (16) 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).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (24) 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).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (26) 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).
- (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 (FEB 2010) (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) (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, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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.

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

(E) 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).

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

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

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

(I) 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.).

(J) 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.).

(K) 52.222-54, Employment Eligibility Verification (Jan 2009).

(L) 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.

(M) 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.

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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 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

C.5 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor

vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

C.6 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Name	Title
Michael James	Project Manager
Eric Fishman	Manager, Project Planning and Customer Service

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.7 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Michael Raddatz

Phone: 301-492-3108

Email: Michael.Raddatz@nrc.gov

U. S. Nuclear Regulatory Commission

Mail Stop: EBB/E2 C40

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.