

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

1. REQUISITION NO. \_\_\_\_\_ PAGE 1 OF **7**  
 2. CONTRACT NO. **GS35F0438S** 3. AWARD/EFFECTIVE DATE **05-18-2010** 4. ORDER NO. **NRC-DR-33-10-323**  
**NRC-T002** 5. SOLICITATION NUMBER **OIS-11-329** 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** CODE **3100** 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
**Div. of Contracts**  **SMALL BUSINESS**  **WOMEN-OWNED SMALL BUSINESS (WOSB)**  
**Attn:**  **HUBZONE SMALL BUSINESS**  **ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM** NAICS: **541519**  
**Mail Stop: TWB-01-B10M**  **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS**  **2(A)** SIZE STANDARD:  
**Washington, DC 20555**

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  **RFO**  **IFB**  **RFP**

15. DELIVER TO CODE \_\_\_\_\_ 16. ADMINISTERED BY CODE **3100**  
**U.S. Nuclear Regulatory Commission** **U.S. Nuclear Regulatory Commission**  
**Attn: Arthur Davis** **Div. of Contracts**  
**Mailstop: 06h11** **Mail Stop: TWB-01-B10M**  
**Washington DC 20555** **Washington, DC 20555**

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY CODE **3100**  
**PORTFOLIO MANAGEMENT CONSULTING, LLC** **Department of Interior / NBC**  
**PMC** **NRCPayments@nbc.gov**  
**17215 VESTRY CT** **Attn: Fiscal Services Branch - D2770**  
**ROCKVILLE MD 208552514** **7301 W. Mansfield Avenue**  
**TELEPHONE NO. \_\_\_\_\_** **Denver CO 80235-2230**

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**

18. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a labor-hour task order issued under NRS's GSA FSS BPA No. NRC-DR-33-10-323. The contractor shall provide the services described in the Statement of Work. (see attachm.) Page two (2) contains a complete breakdown of the pricing structure to perform the work associated under this task order.  Obligation: \$75,000.00 (\$459,463.28 subject to the availability of funds) Ceiling: \$534,463.28 Period of performance: 05/05/2011 through 10/31/2011 Project Officer: Arthur Davis, arthur.davis@nrc.gov Contractor P.O.C.: Gerry Pastore, gpastore@pmcillc.us  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA **BBR:2011-10-51-J-146; JC:J1073; BOC:252A; 31X0200.011** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$75,000.00**  
**OBLIGATED AMOUNT: \$75,000.00**  
**DUNS:146130286; NAICS:541519; FSS:112499**

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. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR *[Signature]* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *[Signature: William A. Adams]*  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) **George Pastore President** 30c. DATE SIGNED **May 19, 2011** 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **William A. Adams Contracting Officer** 31c. DATE SIGNED **5-15-11**

**TEMPLATE - ADM001** **SUNSI REVIEW COMPLETE** **JUN 03 2011** **ADM002**

19. ITEM NO.	20. SCHEDULE OF ES/SERVICES	21. QUANTITY	22. U	23. UNIT PRICE	24. AMOUNT
	Period of Performance:05/15/2011-10/31/2011 (All totals are Not-To-Exceed Amounts)				
0001	IV&V Technical Specialist	[REDACTED]	hours	[REDACTED]	[REDACTED]
0002	Information Techician/ARC Planner	[REDACTED]	hours	[REDACTED]	[REDACTED]
0003	Sr. Functional Analyst	[REDACTED]	hours	[REDACTED]	[REDACTED]
0004	Sr. Application Engineer	[REDACTED]	hours	[REDACTED]	[REDACTED]
0005	IV&V Process Manager	[REDACTED]	hours	[REDACTED]	[REDACTED]
	Period of Performance:11/01/2011-10/31/2012 option period 1 (All totals are Not-To-Exceed Amounts)				
0006	IV&V Technical Specialist	[REDACTED]	hours	[REDACTED]	[REDACTED]
0007	Information Techician/ARC Planner	[REDACTED]	hours	[REDACTED]	[REDACTED]
0008	Sr. Functional Analyst	[REDACTED]	hours	[REDACTED]	[REDACTED]
0009	Sr. Application Engineer	[REDACTED]	hours	[REDACTED]	[REDACTED]
0010	IV&V Process Manager	[REDACTED]	hours	[REDACTED]	[REDACTED]
	Period of Performance:11/01/2012-10/31/2013 option period 2 (All totals are Not-To-Exceed Amounts)				
0011	IV&V Technical Specialist	[REDACTED]	hours	[REDACTED]	[REDACTED]
0012	Information Techician/ARC Planner	[REDACTED]	hours	[REDACTED]	[REDACTED]
0013	Sr. Functional Analyst	[REDACTED]	hours	[REDACTED]	[REDACTED]
0014	Sr. Application Engineer	[REDACTED]	hours	[REDACTED]	[REDACTED]
0015	IV&V Process Manager	[REDACTED]	hours	[REDACTED]	[REDACTED]

Date: \_\_\_\_\_

Accpeted by: \_\_\_\_\_

Titel: \_\_\_\_\_

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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### **A.3 Other Applicable Clauses**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

### **A.4 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.

### **A.5 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.

### **A.6 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

#### **A.7 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](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf)

#### **A.8 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.

#### **A.9 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 the the period of performance.

#### **A.10 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 the the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 3 years.

#### **A.11 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

## **A.12 FSS-BPA TERMS AND CONDITIONS**

This order is subject to the terms referenced in BPA NRC-DR-33-10-323 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F0438S.