

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

1. REQUISITION NO. RES-11-234
RES-12-202
PAGE 1 OF 15

2. CONTRACT NO. **NRC-HQ-12-C-04-0068**
3. AWARD/EFFECTIVE DATE **May 2, 2012**
4. ORDER NO.
5. SOLICITATION NUMBER **RES-11-234**
6. SOLICITATION ISSUE DATE **03-30-2012**

7. FOR SOLICITATION INFORMATION CALL:
a. NAME **HERIBERTO COLÓN JR**
b. TELEPHONE NO. (No Collect Calls) **301-492-3620**
8. OFFER DUE DATE/LOCAL TIME **4-13-**

9. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: H. (Eddie) Colón, Jr.
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE **3100**
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611
 HUBZONE SMALL BUSINESS
 EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
SIZE STANDARD: \$14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
13b. RATING **N/A**
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
U.S. Nuclear Regulatory Commission
Washington DC 20555
CODE
16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE **3100**

17a. CONTRACTOR/OFFEROR
INSTITUTE OF NUCLEAR POWER OPERATIONS
INPO
700 GALLERIA PKWY SE STE 100
ATLANTA GA 303395943
TELEPHONE NO. (770) 644-8000
CODE
FACILITY CODE
18a. PAYMENT WILL BE MADE BY
Department of Interior / NBC
NRCPayments NBCDenver@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230
PHONE: FAX:

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
0001	SEE SECTION B.5 FOR A DESCRIPTION OF SERVICES BASE PERIOD (May 2, 2012 - January 1, 2013)	1	FFP	247,603.98	\$247,603.98
0002	OPTION YEAR ONE (January 2, 2013 - January 1, 2014)	1	FFP	373,262.82	\$373,262.82
0003	OPTION YEAR TWO (January 2, 2014 - January 1, 2015)	1	FFP	375,129.13	\$375,129.13
0004	OPTION YEAR THREE (January 2, 2015 - January 1, 2016)	1	FFP	377,004.78	\$377,004.78
0005	OPTION YEAR FOUR (January 2, 2016 - January 1, 2017)	1	FFP	378,889.80	\$378,889.80
				SUBTOTAL	\$1,751,890.51

25. ACCOUNTING AND APPROPRIATION DATA
2012 -60-11-6-133 V6249 252A 31X0200
~~0247560398~~ (FATMIS: 122165)
DUNS #: 098578834; NAICS: 541611
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$247,603.98 (Base Period only)

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
Kris K Straw
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Kris K Straw CFO
30c. DATE SIGNED
5/7/12
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Heriberto Colon Jr
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
**Heriberto Colon Jr.
Contracting Officer**
31c. DATE SIGNED
5/7/2012

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAY 24 2012

ADM002

SECTION B - CONTINUATION BLOCK

B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract for the BASE PERIOD is ~~\$247,603.98~~.

The firm fixed price of this contract for OPTION YEAR ONE is ~~\$373,262.82~~.

The firm fixed price of this contract for OPTION YEAR TWO is ~~\$375,129.13~~.

The firm fixed price of this contract for OPTION YEAR THREE is ~~\$377,004.78~~.

The firm fixed price of this contract for OPTION YEAR FOUR is ~~\$378,889.80~~.

Cumulative total, if all options are exercised.....~~\$1,751,890.51~~

B.2 BRIEF DESCRIPTION OF WORK

The objectives of this contract are for INPO to provide: (1) NRC with electronic copies of EPIX data; (2) NRC staff and contractors with Internet access to the EPIX system; (3) means for addressing NRC's current data concerns and potential data initiatives; and (4) technical support, documentation, and training for NRC staff and contractors accessing the database.

B.3 DELIVERABLES AND DELIVERY SCHEDULE

INPO shall provide the NRC with an electronic copy of the EPIX system data once per quarter of the year (due no later than two months after the end of each quarter) and at any other time upon request by the NRC EPIX Coordinator. Internet access codes for NRC staff and contractors shall be provided when requested. A meeting will be held approximately twice per year, as requested by the NRC EPIX Coordinator, to discuss the status of INPO addressing NRC's current data concerns and potential data initiatives. Additionally, NRC staff and contractors shall be provided with technical support, including the same EPIX help desk support as INPO member organizations receive via the EPIX Hot Line. If training is desired, the NRC EPIX Coordinator will request it and the contractor shall provide EPIX training to NRC staff and contractors once per calendar year.

DELIVERABLE	SCHEDULE
Electronic copy of the EPIX system data	Quarterly
EPIX access codes	As requested by the NRC EPIX Coordinator
Meeting to address NRC's current data concerns and potential data initiatives	Approximately twice per year (as requested by the NRC EPIX Coordinator)
EPIX technical support	As requested by NRC staff and contractors
Training	Annually (as requested by the NRC EPIX Coordinator)

INPO shall provide the NRC with EPIX access codes no later than fourteen (14) days after receipt of a request from the NRC Contracting Officer Representative (COR)/EPIX Coordinator.

The electronic data (i.e., DVD), hard copy documents, and reports to be furnished hereunder shall be delivered, with all charges paid by INPO, to the EPIX Coordinator and at the address shown below.

U.S. Nuclear Regulatory Commission
ATTN: **John C. Lane** (EPIX Coordinator)
Mail Stop: C2-A07M
11555 Rockville Pike
Rockville, MD 20852-2738

Phone: (301) 251-7446
Fax: (301) 251-7422
Email should be sent to: John.Lane@nrc.gov

B.4. MEETINGS AND TRAVEL

If requested by the NRC EPIX Coordinator, the contractor shall provide EPIX training to NRC staff and contractors once per calendar year. This training will be conducted at a location specified by the NRC EPIX Coordinator (typically NRC headquarters in Rockville, MD).

If requested by the NRC EPIX Coordinator, the contractor shall meet with the NRC to discuss data concerns and initiatives approximately twice per calendar year (typically INPO Headquarters in Atlanta, GA).

B.5 STATEMENT OF WORK

B.5.1 BACKGROUND

The Equipment Performance and Information Exchange (EPIX) system is an Internet-based database that provides information on components important to nuclear plant safety and reliability. EPIX was developed by the Institute of Nuclear Power Operations (INPO) to meet current and projected industry needs for component-level information exchange and to replace the Nuclear Plant Reliability Data System (NPRDS). In addition to the component performance information in EPIX, EPIX provides access for retrieval of data reported to NPRDS from January 1973 through December 1996.

EPIX is an important data gathering tool that has a wide variety of applications at NRC. Management Directive 8.7, "Reactor Operating Experience Program" directs the staff to use EPIX engineering and failure data to "identify precursors to potential core damage sequences and to support the Industry Trends Program in the areas of initiating event frequencies, system and component reliability, and common-cause failures." EPIX also supports nuclear industry compliance with the Maintenance Rule (10 CFR 50.65) and the reporting associated with Mitigating System Performance Index (MSPI), one of the cornerstones of the Reactor Oversight Process. In addition, the component reliability data provided by EPIX for risk-significant systems supports application of probabilistic safety analysis techniques in regulatory enforcement activities, such as the Significance Determination Process. ~~Maintaining EPIX's ability to continue to meet NRC and industry data needs, including recently identified emerging ones, requires continual diligence on the part of both the NRC staff and INPO.~~

EPIX is a proprietary industry database managed by INPO for exclusive use by its member utility organizations. EPIX is designed for Internet access using access codes, passwords, and encryption software to prevent unauthorized user access. Non-INPO utility member access to EPIX is granted only by written agreement and with approval of INPO member organizations.

The NRC entered into previous contracts with INPO to obtain access to the EPIX system and its predecessor, NPRDS. This new contract will ensure NRC continues to have access to the information in the EPIX system.

B.5.2 OBJECTIVES

The objectives of this contract are for INPO to provide: (1) NRC with electronic copies of EPIX data; (2) NRC staff and contractors with Internet access to the EPIX system; (3) means for addressing NRC's current data concerns and potential data initiatives; and (4) technical support, documentation, and training for NRC staff and contractors accessing the database.

B.5.3 SCOPE OF WORK

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

B.5.3.1 TASK 1 - ELECTRONIC COPIES OF EPIX DATA

The contractor shall provide the NRC with an electronic copy of the complete EPIX system data quarterly, for use in the NRC Integrated Data Collection and Coding System. One acceptable means to do so is via digital video disk. More efficient means may also be proposed at a future date.

B.5.3.2 TASK 2 - EPIX ACCESS FOR NRC STAFF AND CONTRACTORS

EPIX is accessed via the Internet using encryption software. The contractor shall provide the NRC with the same component engineering and failure data retrieval and report generation capability for the EPIX and NPRDS data as is provided to INPO member organizations. The contractor computer services personnel shall provide the necessary encryption software for use by NRC staff and contractors, and specifications and instructions to the NRC on the technical aspects of accessing the EPIX database. The contractor shall also establish and maintain an EPIX home page for NRC access to the EPIX and NPRDS data.

Each NRC staff member and contractor authorized by the NRC EPIX Coordinator for EPIX access requires an access (identification) code assigned by INPO. The contractor shall provide EPIX access codes to the NRC staff and contractors no later than fourteen (14) working days from receipt of the request from the NRC EPIX Coordinator. EPIX access codes will remain active for at least 180 days after the user's last access to the system. Canceled access codes shall be reinstated by the contractor no later than two (2) working days from the receipt of the request to do so.

The contractor shall maintain a list of assigned NRC staff and contractors with EPIX access codes. The contractor shall provide the NRC EPIX Coordinator with the capability to access a list of NRC staff and contractor personnel assigned EPIX access code.

B.5.3.3 TASK 3 - ADDRESSING NRC'S CURRENT DATA CONCERNS AND POTENTIAL DATA INITIATIVES

As the NRC understanding of and reliance on EPIX has increased, areas for potential improvement have been identified. NRC staff relies on EPIX as one of the primary sources of data used in reliability assessments and PRAs. The contractor shall provide EPIX support on an ongoing basis to respond to questions, comments, and suggestions regarding EPIX design and operating capabilities. EPIX is designed to meet a wide range of

applications and consequently NRC anticipates the need, at various times, to provide feedback and participate in planning future EPIX developments (including data collection, content, and structure). NRC will notify INPO, in writing, of significant actual or perceived areas for improvement and INPO will respond, in writing, to each item.

Approximately twice per year, a meeting will be held to discuss the status of addressing NRC's current data concerns and potential data initiatives. The meetings, between INPO and the NRC EPIX Coordinator, will occur at the request of the NRC EPIX Coordinator.

To obtain feedback and planning assistance from EPIX users, including NRC, the contractor may use an EPIX Ad Hoc Working Group or other related groups from time to time. The contractor shall include an individual designated by the NRC EPIX Coordinator to serve as a member of these feedback and planning groups. The NRC representatives to these groups will attend (if meetings are scheduled) up to two (2) meetings per year at a location designated by INPO (normally, Atlanta, Georgia). The NRC EPIX Coordinator or other designated representatives to EPIX working groups will serve as the NRC's focal point for ongoing dialog between the NRC and INPO.

B.5.3.4 TASK 4 - TECHNICAL SUPPORT, DOCUMENTATION, AND TRAINING

Technical support shall be available to NRC staff and contractors weekdays during normal business hours. This technical support shall include access to EPIX help desk support, via the EPIX Hot Line that INPO member organizations are provided. INPO shall notify the NRC EPIX Coordinator of any significant changes in EPIX (e.g., changes in design, input parameters, or report generation) prior to the change being implemented. The contractor shall also provide access to applicable training manuals and guidance documents to facilitate use of EPIX by NRC staff and contractors.

If EPIX training is requested, the contractor shall provide it, not to exceed one day per year, to NRC staff and contractors upon request from the NRC EPIX Coordinator. This training program will be conducted at a location designated by the NRC (typically NRC headquarters). The number of NRC personnel trained and the content of the training will be determined by the NRC EPIX Coordinator, consistent with time allowed and training facilities used.

B.6 NRC EPIX COORDINATOR

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

John C. Lane

B.7 EPIX PROPRIETARY INFORMATION

The NRC requires access to the EPIX System and INPO is the sole owner and manager of this database. Notwithstanding the limitations on distribution of the proprietary information contained in the EPIX database, INPO grants the NRC the right to publish plant/unit specific analyses of EPIX data furnished by INPO provided that NRC will offer INPO the opportunity to provide comments on the documents or reports containing information derived from EPIX data. This information may include elements of the database related to NRC's

in-house analysis and interpretation of specific reported events with the International Common Cause Data Exchange (ICDE) to promote the study and understanding of common cause effects.

If no response is provided to the NRC by INPO within one month (30 Calendar days) of the NRC's submission for comment to INPO, the NRC shall have the right to publish plant/unit specific analyses of EPIX data furnished by INPO as requested by the NRC.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2012)**

(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 (FEB 2012) (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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 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.)

(35)(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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(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.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (MAR 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 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).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 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)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(51)(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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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.

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

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

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

C.3 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE II (AUG 2011)

This contract shall commence on 05-02-2012 and will expire on 01-01-2013. The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

Base Period: 8 months Option Period(s): 4 one-year option periods

C.4 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 before the contract expires; 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 5 years.

C.5 2052.215-73 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY-ALTERNATE 2

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

Name: **Lauren Killian**
Address: U.S. Nuclear Regulatory Commission
RES/DRA/OEGIB
Mail Stop: CSB-2A07M
Washington, DC 20555-0001

Telephone
Number: **301-251-7475**
Email: Lauren.Killian@nrc.gov

(b) The COR shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

C.6 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the 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

C.7 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared N/A (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

C.8 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENTS

ATTACHMENT - Firm Fixed Price Billing Instructions

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments@NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

ATTACHMENT

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
-
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.