

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER RES-15-0018		PAGE OF 1 33	
2. CONTRACT NO. NRC-HQ-60-15-C-0003			3. AWARD/ EFFECTIVE DATE 06/14/2015		4. ORDER NUMBER		5. SOLICITATION NUMBER NRC-HQ-60-15-R-0001
6. SOLICITATION ISSUE DATE 01/06/2015							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RICHARD ROBINSON			b. TELEPHONE NUMBER (No collect calls) 301-415-0728		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATTN ROB ROBINSON 301-415-0728 WASHINGTON DC 20555-0001			CODE NRCHQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541990 SIZE STANDARD: \$14.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852		CODE NRCHQ		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001			
17a. CONTRACTOR/ OFFEROR ATHEY CONSULTING 1865 OLD CAVE RD CHARLES TOWN WV 254142506		CODE 867794653 FACILITY CODE		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		CODE NRCPAYMENTS		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		In accordance with the Statement of Work, the Contractor shall provide technical support for the project entitled, "Radiological Assessment System for Consequence Analysis (RASCAL) Computer Code and Emergency Response Assessment Tools for NRC Operations Center." Period of Performance: 6/14/2015 - 6/13/2020 (inclusive of a 12-month base period and four (4) 12-month option periods to be exercised at the sole discretion of the government) (Use Reverse and/or Attach Additional Sheets as Necessary)					
							24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,293,600.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
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 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) George F. Athey, President		30c. DATE SIGNED 06/03/2015		31b. NAME OF CONTRACTING OFFICER (Type or print) SHARLENE M. MCCUBBIN		31c. DATE SIGNED 6/4/2015	

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

JUL 07 2015

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Total Contract Ceiling: \$1,293,600.00</p> <p>Total Exercised Ceiling: \$297,048.00</p> <p>Total Obligated Amount: \$108,770.00</p> <p>See attached pages for specific contract clauses and contract related documents.</p>				

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	
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		
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)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION B - Supplies or Services/Prices

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is:

Technical support for the Enhancement of the Radiological Assessment System for Consequence Analysis (RASCAL) computer code and emergency response assessment tools for the NRC Operations Center.

(b) Summary work description:

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in the Statement of Work. The contractor shall provide all necessary qualified personnel to provide technical support for the RASCAL computer code and emergency response PMT technical assessment tools for the NRC Operations Center. Additionally by the direction of the COR, the contractor shall provide RASCAL-related support (e.g. code distribution, invoicing and fee collection) for the Radiation Protection Code Analysis and Maintenance Program (RAMP).

B.2 CONSIDERATION AND OBLIGATION

(a) The total ceiling of this contract, inclusive of all options, is **\$1,293,600.00**.

(b) The Firm Fixed price portion of this contract exercised to date is **\$237,048.00**, and this amount is incrementally funded.

(c) The Cost Reimbursement portion of this contract (for travel) is **\$60,000.00** and is incrementally funded.

(d) The total amount obligated with respect to this contract is **\$108,770.00**, of which \$98,770.00 represents the incrementally funded amount for costs associated with paragraph (b) of this section and of which \$10,000 represents the incrementally funded amount for cost associated with paragraph (c).

B.3 NRCF030B PERIOD OF PERFORMANCE ALTERNATE

This contract shall commence on the date of award and will expire 12 months from the date of award. The term of this contract may be extended at the option of the Government for an additional 4 years, by way of exercising 12 month option periods as set forth below.

Base Period:	6/14/2015 – 6/13/2016
Option Period 1:	6/14/2016 – 6/13/2017
Option Period 2:	6/14/2017 – 6/13/2018
Option Period 3:	6/14/2018 – 6/13/2019
Option Period 4:	6/14/2019 – 6/13/2020

B.4 PRICE SCHEDULE

Base Year: 6/14/2015 – 6/13/2016

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	IT Project Engineer*		Month		

Option Period 1: 6/14/2016 – 6/13/2017

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	IT Project Engineer*		Month		

Option Period 2: 6/14/2017 – 6/13/2018

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	IT Project Engineer*		Month		

Option Period 3: 6/14/2018 – 6/13/2019

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	IT Project Engineer*		Month		

Option Period 4: 6/14/2019 – 6/13/2020

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001	IT Project Engineer*		Month		

For the Life of the Contract

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002	Travel**		LOT		(TE)

*The level of effort for the IT Project Engineer shall use 1,800 hours annually. All labor rates should be fully burdened. This means the rate shall include any overhead, fringe benefits, G&A expense as well as profit.

** Travel is a Cost Reimbursement line item and is subject to the Federal Travel Regulations. This amount shall not exceed [REDACTED] for the total life of the contract and is subject to Section C.12 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)

B.5 DELIVERABLES SCHEDULE

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center and PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the contract year (as directed by the COR).

4	Provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.	2 months before the end of the contract year.
	Provide final draft of the revised RASCAL User's Guide (NUREG).	End of the contract year.
	Provide draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. <i>(as directed by the COR)</i>	One month before end of the contract year (as directed by the COR).
	Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.	End of the contract year.
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

For each of the above deliverables, the COR will provide written comments on draft documents submitted by the Contractor within 14 business days of receipt of MSLRs and 90 calendar days of receipt of the NUREGs.

SECTION C – CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (APR 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (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 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(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).

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

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns

Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-13.

[] (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

[X] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (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, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(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: (Contracting Officer check as appropriate.)

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☒ (10) 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) of this paragraph 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) ___ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 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):

<https://www.acquisition.gov/far/>

52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

52.227-18 RIGHTS IN DATA - EXISTING WORKS. (DEC 2007)

C.3 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

(a) *Definitions.* As used in this clause-

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes-

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
 - (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
 - (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- (b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to-
- (A) Change the name in the SAM database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly

executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of Clause)

C.4 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 1 day of the period of performance end date.

(End of Clause)

C.5 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 1 day of the period of performance end date; 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.

(End of Clause)

C.6 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

C.7 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of

this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to

avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

C.8 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

George Athey*

*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 Contracting Officer's

Representative 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.

(End of Clause)

C.9 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Name: John Tomon

E-mail Address: john.tomon@nrc.gov

Telephone Number: (301) 251-7904

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer's Representative. 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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve 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 Contracting Officer's Representative 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 Contracting Officer's Representative or must be confirmed by the Contracting Officer's Representative 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 Contracting Officer's Representative in the manner prescribed by this clause and within the Contracting Officer's Representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the Contracting Officer's Representative is within one of the categories 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 that 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 Contracting Officer's Representative 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 to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the Contracting Officer's Representative 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.

(End of Clause)

C.10 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Contracting Officer's Representative

before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

C.11 NRCD010 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: *[Insert packaging and/or marking requirements here]*.

(End of Clause)

C.12 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Regulatory Research, under Contract/order number NRC-HQ-60-15-C-0003.

(End of Clause)

C.13 NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered electronically and in accordance with

Section D.9 of the SOW.

Electronic copies shall be to:

NRC Contracting Officer's Representative (John Tomon) – john.tomon@nrc.gov

Contract Specialist (Rob Robinson) – Richard.robinsonii@nrc.gov

RESDSAMLSR.Resource@nrc.gov

(End of Clause)

C.14 NRCG020 REGISTRATION IN FEDCONNECT (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

C.15 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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: NRCPayments@nrc.gov.

(End of Clause)

C.16 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract

modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

C.17 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

C.18 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at:
<http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

(End of Clause)

C.20 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not

work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

C.21 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

(End of Clause)

C.22 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction,

determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

(End of Clause)

C.23 NRCH390 NRC INFORMATION TECHNOLOGY SECURITY

NRC contractors shall ensure that their employees, consultants, and subcontractors with access

to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

(End of Clause)

C.24 NRC1020 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions:

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the

following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☒ 1194.21 Software applications and operating systems.
- ☒ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☒ 1194.23 Telecommunications products.
- ☒ 1194.24 Video and multimedia products.
- ☒ 1194.25 Self contained, closed products.
- ☒ 1194.26 Desktop and portable computers.
- ☒ 1194.31 Functional performance criteria.
- ☒ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

(End of Clause)

C.25 COPYRIGHT OF CODES – SPECIAL NUCLEAR PURPOSE LICENSE

1. The NRC may, pursuant to Section (c) of FAR Clause 52-227-14, direct the contractor to claim a copyright in computer software and associated data first produced in the performance of this contract. In addition to the general government license rights identified in Section (c) of FAR Clause 52.227-14, such copyright shall be subject to the following Special Nuclear Purpose License rights:

In addition to the license rights granted the government under paragraph (c) of the clause at 52.227-14, RIGHTS IN DATA-GENERAL (DEC 2007), the contractor grants the NRC and others acting on its behalf an exclusive, paid up, worldwide, irrevocable license to distribute the code for nuclear health and safety purposes, which may include analyses of operational, decommissioned, or designs of nuclear reactor systems and other such facilities involving nuclear technology performed by parties which may include but are not limited to licensees, vendors, contractors, educational institutions, public interest groups, participants in NRC international agreement programs and other government agencies. Further, consistent with NRCAR 2052.209-73, CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST, the contractor agrees that it will not sell or distribute the code to or for the use of such

parties or participants and that it will not provide technical services relating to the code to such parties or participants, unless authorized by NRC. In addition, NRC retains the right to improvements made to the code resulting from the contractor's commercial activity that the NRC Contracting Officer (CO) determines are of use for nuclear health and safety purposes. Further, the contractor agrees to include in any licensing agreement that it may enter into with a third party such limitations as are necessary to preserve the rights of the government, and limit the sale and distribution of the software as described above and as limited by the U.S. Departments of Commerce and State concerning foreign sales.

2. The NRC reserves the right to direct the contractor to transfer the copyright in codes and associated data developed under this contract to successor contractors subject to the above general government and special license rights. Should NRC determine that it is in the government's interest to have NRC staff perform the software development and maintenance work required under this contract, the contractor agrees to maintain the copyright subject to the above general government and special license rights.

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

SECTION D - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Document Version
1	D.1 - Statement of Work	6/02/2015	24	BASE
2	D.2 - Billing Instructions	6/02/2015	14	BASE

STATEMENT OF WORK
(Completion-type)

Contents

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ATTACHMENT A - STANDARD DEFINITIONS & ACRONYMS

STATEMENT OF WORK

(Completion-type)

D.1 Title of Project

This is a non-personal services contract to provide technical support for the Radiological Assessment System for Consequence Analysis (RASCAL) computer code and emergency response assessment tools for the NRC Operations Center.

D.2 Introduction

The mission of the NRC is to license and regulate the nation's use of byproduct, source and special nuclear materials to ensure adequate protection and public health and safety, promote the common defense and security, and protect the environment. In the event of a radiological incident involving these materials the NRC Operations Center Protective Measures Team (PMT) will assemble to assess the consequences of any radiological release and to assure that appropriate protective actions can be taken. The PMT makes use of a variety of technical assessment tools in the NRC Operations Center. This project directly supports the maintenance and continued improvement of the technical assessment tools used by the PMT.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform support for the RASCAL computer code and emergency response assessment tools for the NRC Operations Center as defined in this SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract.

D.3 Background

The NRC Operations Center is operated by the NRC Office of Nuclear Security and Incident Response and staffed by several teams in the event of a radiological incident, including the PMT. During a radiological emergency the PMT will assemble to assess the consequences of any radiological release and to perform independent calculations to verify that protective actions decisions recommended to State and local officials by the licensees are adequate.

The primary technical assessment tool used by the PMT is the RASCAL computer code, which calculates radiological accident consequences for nuclear power plants, fuel cycle facilities and radioactive materials releases. The RASCAL dose projection results may be integrated with geographic information system (GIS) tools (such as

ArcView, Topo USA, and Street Atlas) for display and spatial analysis and the Response Computer System which allows the display, sharing, and archiving of files.

These assessment tools are continually being upgraded to meet new requirements and to be kept compatible with each other. Additionally, lessons learned from exercises, tests, and responses to real events may also require improvements in the assessment tools themselves, in the way training on the assessment tools is conducted, and in the procedures for using the assessment tools. Therefore, it is a continuing effort to improve the assessment tools, to train responders to use the updated assessment tools, to develop training materials for use in the training, and to develop procedures for using the assessment tools.

D.4 Objective

The contractor shall provide training and the technical support needed for the planning, development, upgrading, and documentation of the RASCAL computer code and the technical assessment tools used by the PMT in the NRC Operations Center.

D.5 Type of Contract Contemplated

The contract type contemplated for this requirement is Fixed Price with a 100% set-aside for small business.

D.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this SOW. The contractor shall provide all necessary qualified personnel to provide technical support for the RASCAL computer code and emergency response PMT technical assessment tools for the NRC Operations Center. Additionally by the direction of the COR, the contractor shall provide RASCAL-related support (e.g. code distribution, invoicing and fee collection) for the Radiation Protection Code Analysis and Maintenance Program (RAMP).

D.7 Work Requirements

D.7.1 Specific Tasks

The contractor shall perform the following tasks and sub-tasks:

Task 1: RASCAL Maintenance and Development

Provide technical support to update the graphic user interface (GUI) and computational modules of RASCAL to include, but not limited to, changes to incorporate the results of new research, to expand the capabilities of the code, to fix errors in the code, and to improve the clarity and usability of GUI as detailed below.

1. Develop a more advance GUI that contains a varied selection of parameter values for the expert RASCAL users.
2. Develop a module to input nuclear power plant parameters for facilities located outside the United States.
3. Develop the capability to import and export data (e.g. meteorological and source term) from a wide range of data formats.
4. Develop setup and configuration tools for the sharing of RASCAL data with Federal, domestic and international organizations.
5. Develop and improve the RASCAL help message file to provide the user with technically relevant information and links to technical references.
6. Develop a living "RASCAL Planning Document" to guide the maintenance and development of current and future releases of the code.
7. Develop user interface capabilities for incorporating meteorological data retrieval software developed under a separate contract. This shall include development and testing of the software for proper integration within the RASCAL GUI.
8. Develop the capability to properly install and configure upgraded RASCAL programs on platforms specified by the COR.
9. Perform verification and validation (V&V) testing of new models and features added to the RASCAL code. Additionally, the contractor shall develop and maintain a software quality assurance (QA) plan to ensure that the RASCAL code conforms to established technical requirements. This should, at a minimum, include accepted software QA procedures, as set forth in NUREG/BR-0167, "Software Quality Assurance Program and Guidelines," and include documentation and version control procedures for the RASCAL code.
10. Programming support in the customization and modification of the PMT GIS user interface.

Task 2: Support to the NRC Operations Center PMT

Support the NRC Operations Center PMT including: source term and atmospheric dispersion and transport support for the Dose Assessor, ArcView, Topo USA, and Street Atlas, support for the GIS Analyst and meteorological data processor, and automated meteorological data download support to the meteorologists and other PMT staff members as needed.

1. Support to the NRC Operations Center and COR to organize lessons learned from training exercises and to incorporate them into future versions of the RASCALs User's Guide.
2. Develop and maintain the RASCAL user's guide to include exercises on generating source terms from various types of facilities (e.g. nuclear power plants, spent fuel pools, fuel cycle facilities and other types of radioactive material releases), retrieving meteorological data, and the use of the PMT mapping tools for making protective action decisions. Additionally, as directed by the COR, update training and instructional material, to include updates of the NRC Operations Center instructions manuals and other training materials (e.g. power point slides and handouts).
3. Develop, maintain and update, as directed by the COR, a user's guide on the use of the PMT mapping tools to include use of the latest version of the ArcView-based system from Remote Sensing Laboratories (RSL), the TopoUSA, Street Atlas, and LandView tools.
4. Develop and maintain a user's guide and procedures on how to methods used to retrieve meteorological data for use by RASCAL.

Task 3: RASCAL and PMT Training

Support the NRC in conducting RASCAL training for NRC staff (Headquarters and Regional personnel) and other domestic RASCAL users (State and local officials) depending the availability of space at these training sessions. This support will include collaborating with the NRC on developing PowerPoint presentations, student handouts, RASCAL didactic training and updates to the RASCAL user's guide as directed by the COR.

1. Conduct RASCAL training twice per year for NRC Headquarters and once per year each of the four NRC Regional offices. The class size is anticipated to be

no greater than 25 students and no fewer than 12 students. The course dates shall be established by mutual agreement between the COR and contractor.

2. Prepare and update training material, as directed by the COR, to support the NRC Operations Center to include updating existing student training workbook and other training materials, i.e. power point slides and handouts.
3. Provide training on the use of the PMT mapping tools and on the retrieval of meteorological data based on the user's guide developed to include lecture and hands-on exercises. It is estimated that one training session will be held annually at NRC Headquarters in Rockville, Maryland that will last 6 hours.

Task 4: Development and Update of RASCAL Documentation (NUREGS)

Maintain and update the RASCAL NUREGs for the user's guide and the description of models and methods as directed by the COR. Additionally, the contractor, technical monitor and COR shall review and revise the RASCAL user's guide NUREG annually at the end of each year of the contract to incorporate lessons learned from training sessions and exercises. The NRC will capture each final NUREG-series publication in its native application and the final manuscript will be approved by the COR.

Task 5: Coordination and Knowledge Transfer with RAMP

Provide RASCAL-related user support to the RAMP contractor and RAMP members as directed by the COR.

1. Provide support to the RASCAL/RAMP community as needed by RASCAL users and RAMP contracts and agreements for the RASCAL and International RASCAL (INTERRAS) codes. This includes providing ongoing RASCAL technical and logistical assistance to the NRC Staff as the needs of the RASCAL/RAMP Program change.
2. Assume responsibility for RASCAL invoicing and fee collection in accordance with the standard fee structure used by NRC (see <http://www.nrc.gov/about-nrc/regulatory/research/obtainingcodes.html>) for obtaining access to its codes. This fee collection standard is used for Research and Development of the RASCAL code and is part of the RAMP program.
3. Collect funds received by the contractor from RASCAL users or other authorized code users (i.e. RAMP members) for services required under this contract.

When the contractor bills NRC for reimbursement, it shall be credited to this contract and such credit deducted from the next invoice submitted to the NRC for payment. Invoices shall clearly track these credits as a separate item, including current and cumulative totals. The NRC may, at its discretion, also direct the contractor to manage the disbursement and collection of signed non-disclosure agreements with potential code users (the NRC currently handles this function itself). When all supporting documentation has been filed and fees have been paid, the NRC will provide authorization via e-mail to the contractor, to distribute the code to the approved RASCAL user (e.g. international RAMP members that have international RAMP agreements in place).

4. Insert a disclaimer clause, point of contact and help contact request on the RASCAL codes that will be distributed to the RAMP community.

Task 6: Technical Support and Consultation

Provide technical assistance to the COR to include knowledge management activities and assisting in the diagnosis of RASCAL coding errors (bugs). The contractor shall also provide technical support to the NRC staff (PMT members) in the form of technical presentations and tutorial sessions, conference calls, meetings, and written correspondence to assist the NRC staff with code development and maintenance functions. All technical assistance requests shall be coordinated via email through the COR.

D.7.2 Contractor Skill Requirements

The contractor shall provide personnel with the following qualifications to support the tasks as delineated in this SOW.

1. General understanding of specific NRC emergency response responsibilities, duties, functions, and assessment tools at Headquarters, the Regional offices, and emergency sites as found in the following NRC regulations: 10 CFR Part 50, Appendix E, NUREG-0654, and NUREG 0728, Rev. 4, NRC Incident Response Plan.
2. Familiarity with the analytical methods used by the RASCAL model (as described in NUREG-1940, NUREG-1940 Supplement 1, NUREG-1228, NUREG-1465, NUREG/BR-0150, Rev. 5,) to the extent sufficient to advise NRC both technically and operationally on possible modifications.

3. General knowledge of atmospheric dispersion modelling parameters and specific knowledge of meteorological information that are used as inputs to the meteorological data processor in the RASCAL.
4. Familiarity with Windows-based computers, Microsoft Windows operating systems, database and graphic software (e.g. Microsoft Access, Excel and Visual Basic), and peripheral equipment (e.g. printers and video projectors) used by the NRC to support the PMT. Additionally, personnel shall have experience in the programming of computers using the following languages: Fortran, C/C++, and Visual Basic. Also, personnel shall have experience integrating mixed-language computer codes and developing programs and user-interfaces for the Windows operating system, especially scientific applications.
5. Knowledge of the technical basis for emergency response sufficient to develop help systems for RASCAL including the use of HTML help authoring tools (such as MadCap Flare). Experience developing installation programs for Windows-based applications that support the variety of operating systems on which developed applications will be run.
6. Experience with atmospheric dispersion and dose models (such as MESOI, MESORAD, TADPUFF, and TADPLUME).
7. Experience with the ESRI ArcView geographic information system software including use of the program and the development of customizations using ArcObjects and Visual Basic.
8. Experience in training others in the use of technical assessment tools. This should include the development of training materials, course design, and course delivery.
9. Experience in performing software V&V testing and software QA checks. This should, at a minimum, include knowledge of the accepted software QA procedures, as set forth in NUREG/BR-0167, "Software Quality Assurance Program and Guidelines."

D.7.3 Results/Deliverables

D.7.3.1 List Deliverables by Task

Base Year of Contract

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center and PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the base year (as directed by the COR).
4	Provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.	2 months before the end of the base year.
	Provide final draft of the revised RASCAL User's Guide (NUREG).	End of the base year.
	Provide draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. (as directed by the COR)	One month before end of the base year (as directed by the COR).
	Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.	End of the base year.
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

Option Year One of Contract

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the 1 st option year (as directed by the COR).
4	Provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.	2 months before the end of the 1 st option year.
	Provide final draft of the revised RASCAL User's Guide (NUREG).	End of the 1 st option year.
	Provide draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. (as directed by the COR)	One month before end of the 1 st option year (as directed by the COR).
	Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.	End of the 1 st option year.
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

Option Year Two of Contract

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the 2 nd option year (as directed by the COR).
4	Provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.	2 months before the end of the 2 nd option year.
	Provide final draft of the revised RASCAL User's Guide (NUREG).	End of the 2 nd option year.
	Provide draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. (<i>as directed by the COR</i>)	One month before end of the 2 nd option year (<i>as directed by the COR</i>).
	Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.	End of the 2 nd option year.
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

Option Year Three of Contract

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the 3 rd option year (as directed by the COR).
4	<p>Provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.</p> <p>Provide final draft of the revised RASCAL User's Guide (NUREG).</p> <p>Provide draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. (<i>as directed by the COR</i>)</p> <p>Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.</p>	<p>2 months before the end of the 3rd option year.</p> <p>End of the 3rd option year.</p> <p>One month before end of the 3rd option year (as directed by the COR).</p> <p>End of the 3rd option year.</p>
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

Option Year Four of Contract

Task	Deliverable	Due
1	MLSR documentation of RASCAL maintenance and development work completed.	MLSR due by the 20 th of the following month.
2	MLSR documentation of work done supporting the NRC Operations Center PMT.	MLSR due by the 20 th of the following month.
3	Conduct annual RASCAL training at the NRC Headquarters and Regional Offices as directed by the COR.	Before end of the 4 th option year (as directed by the COR).
4	The contractor provide draft version of the revised RASCAL User's Guide (NUREG) to the COR for NRC review and comment.	2 months before the end of the 4 th option year.
	The contractor provides final draft of the revised RASCAL User's Guide (NUREG).	End of the 4 th option year.
	The contractor provides draft version of the RASCAL Technical Manual (NUREG) to the COR for review and approval as changes are made to models and methods incorporated into the RASCAL code. <i>(as directed by the COR)</i>	One month before end of the 4 th option year (as directed by the COR).
	Provide the final version of the RASCAL Technical Manual (NUREG) to the COR for approval.	End of 4 th option year.
5	MLSR documentation of RAMP coordination and knowledge transfer work completed.	MLSR due by the 20 th of the following month.
6	MLSR documentation of RASCAL technical support and consultation work completed.	MLSR due by the 20 th of the following month.

For each of the above deliverables, the COR will provide written comments on draft documents submitted by the Contractor within 14 business days of receipt of MSLRs and 90 calendar days of receipt of the NUREGs.

D.8 Estimated Materials Required

None.

D.9 Reporting Requirements

The Monthly Letter Status Report (MLSR) individually reports on the progress made on each task. See the paragraph below for further requirements for the MLSR. In addition, for each task for which a code design is requested in the task description, the contractor shall prepare a report documenting the design, requirements, success criteria, and proposed test procedures that shall be included as part of the MLSR and be delivered to the COR **BEFORE** any development is carried out to implement the subject design. Upon receiving approval from the COR (via email or written letter), the contractor shall proceed with implementing the code design.

An MLSR shall be submitted to the COR by the 20th of the month following the month to be reported with copies provided to the following:

Resource Name: RESDSAMLSR.Resource@nrc.gov
John.Tomon@nrc.gov

The MLSR shall identify the title of the project, the job code, the principal Investigator, the period of performance, and the reporting period; summarize each month's technical progress, the monthly spending, total spending to date, and the remaining funds; and shall contain information as directed in NRC Management Directive 11.1. Any administrative or technical difficulties that may affect the schedule or costs of the project shall be included in the MLSR. In addition, any such difficulties shall immediately be brought to the attention of the COR as soon as they are identified.

D.10 Publications

RES encourages the publication of the scientific results from RES-sponsored programs in referenced scientific and engineering journals, as appropriate. If the contractor proposes to publish in the open literature or present the information at a meeting in addition to submitting the required technical reports, prior written approval of the proposed article or presentation shall be obtained from the COR. The COR shall approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. In any event, the COR may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon, or which has been disapproved. Additional information regarding the publication of NRC-sponsored research is contained in NRC Management Directives 3.7, "NUREG Series Publications," and 3.9, "NRC Staff and contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

If the presentation or paper is in addition to the required technical reports and the COR determines that it will benefit the RES project, the COR may authorize payment of travel

and publishing costs, if any, from the project funds. If the COR determines that the article or presentation would not benefit the RES project, the costs associated with the preparation, presentation, or publication will be borne by the contractor. For any publication or presentations falling into this category, NRC reserves the right to require that such presentation or publication will not identify NRC's sponsorship of the work.

NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS

NRC began to capture most of its official records electronically on January 1, 2000. NRC will capture each final NUREG-series publication in its native application. Therefore, please submit your final manuscript that has been approved by your COR in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, shall remain the same with one exception. The contractor shall no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report no longer will be assigned when the decision to prepare a publication is made. NRC's Publishing Services Branch will inform the COR of the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the contractor shall prepare the text in Microsoft Word and use any of the following file types for charts, spreadsheets, and the like.

File Types to be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft®Word®	.doc
Microsoft® PowerPoint®	.ppt
Microsoft®Excel	.xls
Microsoft®Access	.mdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of the contractor's manuscript is from another source and the contractor cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of the report. Note that the contractor shall continue to submit original photographs, which will be scanned, because digitized photographs do not print well.

If the contractor chooses to publish a compact disk (CD) of the publication, the contractor shall place on the CD copies of the manuscript in (1) a portable document format (PDF), (2) a Microsoft Word file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the Government. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the prior written approval of the CO. (See NRCAR §2052.235-70, "Publication of research results")

D.11 Government-Furnished Property

Contractor shall refer to NUREG-1940, "RASCAL 4: Description of Models and Methods," and NUREG-1889, "RASCAL 3.0.5 Workbook," and both are publicly available, but also can be provided.

APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY

(IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (APRIL 2003)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the statement of work or subsequently as identified in the project. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the NRC furnished IT equipment, and/or IT provided services, and/or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) is prohibited from engaging or using the NRC IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that NRC furnished IT equipment and/or IT services, and/or IT

access are not being used for personal use, misused or abused. The NRC reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/or IT access; and/or to terminate the project arising from violation of this provision.

D.12 Access to Government Property and Facilities

The contractor is permitted limited access to the NRC Offices, as specified below:

NRC Headquarters	Three White Flint North 11601 Landsdown Street North Bethesda, MD 20852-2738 Church Street Building 21 Church Street Rockville, MD, 20850-4207
NRC Region I	2100 Renaissance Blvd., Suite 100 King of Prussia, PA 19406-2713
NRC Region II	Marquis One Tower 245 Peachtree Center Ave N.E., Suite 1200 Atlanta, GA 30303
NRC Region III	2443 Warrenville Road, Suite 210 Lisle, IL 60532-4352
NRC Region IV	1600 East Lamar Blvd Arlington, TX 76011-4511

D.13 Place of Performance

The work to be performed under this contract shall primarily be performed at the contractor's facility.

D.14 Recognized Holidays

Depending on the status of the NRC Operations Center and its needs during events, the contractor may be required to perform services on the below listed Federal holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

D.15 Hours of Operation

The contractor is responsible for conducting business during its normal hours of operation, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

D.16 Security Requirements

Facility security approval is also required when employees of the contractor require access to classified information in connection with contract/order performance but do not use, store, or possess classified information outside of NRC facilities.

The contractor is responsible for ensuring that all its employees, including any subcontractor employees and any subsequent new employees, who are assigned to perform the work on site, are approved by the NRC for building access.

Contractor personnel performing work under this contract or task order shall satisfy all requirements for appropriate security eligibility as specified in the contract/order in dealing with access to sensitive electronic information and information systems belonging to or being used on behalf of the NRC.

All costs associated with obtaining clearances for contractor-provided personnel will be the responsibility of the contractor. Further, the contractor will be responsible for the actions of all individuals provided to work under this contract/order. If damages arise from work performed by contractor-provided personnel under the auspices of this

contract/order, the contractor will be responsible for all resources necessary to remedy the incident.

In response to HSPD 12, the Department of Treasury has initiated a program for improving the identification and authentication of Federal contractors for access to Federal facilities and electronic and information technology (EIT) systems. Federal contractor employees with access to Federal facilities and information systems are required to comply with standards developed for the *Personal Identity Verification (PIV) of Federal Employees and Contractors* in order to satisfy the requirements of HSPD 12. These standards require the creation of biometric data cards and systems to identify contractor employees. Biometric data includes personal identification information such as fingerprints and facial images and allows this personal information to be electronically stored, maintained, and accessed by the Government. All data required by Treasury's PIV system will be provided by contractors before access to Federal facilities and information systems are granted. All contractors shall comply with HSPD-12 requirements as they are implemented or changed.

D.17 Physical Security

The contractor shall be responsible for safeguarding all Government property. At the close of each work period, Government facilities, equipment, and materials shall be secured.

D.18 Post-award Orientation (kickoff) or Periodic Progress Meetings

The contractor shall attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, technical monitors, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings may be conducted via conference call, or in person.

Contractor Progress Meetings: The contractor shall be required to meet quarterly with the COR and technical monitors to discuss work conducted on the tasks in the SOW during that time period. Meetings will be schedule by the COR with mutual agreement of the contractor and technical monitors. The contractor may request meetings whenever a discrepancy exists and no mutual resolution is apparent. The written minutes of these meetings shall be signed by the contractor's manager, CO, and COR.

If the contractor does not concur with the minutes, he/she shall state any areas of non-concurrence within 10 days of receipt of the signed minutes.

D.19 Key Personnel Qualification Requirements

Individuals identified as Key Personnel in Section C.8 "2052.215-70 Key Personnel (JAN 1993)" of this contract shall possess 10 or more years working in the field of radiological emergency response computer code development and atmospheric transport and dispersion (ATD) modeling; at least a master's degree in meteorology or environmental sciences; knowledge of ATD and severe reactor accident source term computer modeling, and computer code development for GUIs, Visual Basic, FORTRAN and mapping GIS software.

D.20 Applicable Publications (Current Editions)

The contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures.

NUREG-0650, Rev. 2, "Preparing NUREG-Series Publications"
NUREG-1379, Rev. 1, "NRC Editorial Style Guide"

D.21 Other Considerations

RESEARCH QUALITY

The Advisory Committee on Reactor Safeguards (ACRS) assesses the quality of NRC research programs each year. Within the context of ACRS reviews of RES programs, the definition of quality research is based on several major characteristics:

- Results meet the objectives (75 percent of overall score)
- Justification of major assumptions (12 percent)
- Soundness of technical approach and results (52 percent)
- Uncertainties and sensitivities addressed (11 percent)

Documentation of research results and methods is adequate (25 percent of overall score)

- Clarity of presentation (16 percent)
- Identification of major assumptions (9 percent)

The contractor is responsible for ensuring that these quality criteria are adequately addressed throughout the course of the research that is performed. The COR and technical monitor will review all research products with these criteria in mind.

ATTACHMENT A

STANDARD DEFINITIONS & ACRONYMS

DEFINITIONS:

CONTRACT LINE ITEM NUMBER (CLIN). CLINs are used to identify, organize and track work requirements throughout the project life cycle. They provide a unit price or lump sum price for each contract deliverable or set of deliverables.

CONTRACT SPECIALIST. A person who assists the contracting officer with day-to-day procurement functions. At the NRC, this person handles pre-award, post-award and close-out activities.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER (CO). A person with delegated authority to enter into, administer, and terminate Government contracts. Note: This is the only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the Government delegated by the CO to administer the contract. Such appointment shall be in writing (i.e., Delegation and Appointment Memorandum) and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DELIVERABLE. Something required by the Government under the contract to be produced or achieved by the contractor.

GOVERNMENT PROPERTY. All property owned or leased to the Government or acquired by the contractor under the terms of the contract where the Government retains title (i.e., contractor-acquired equipment).

KEY PERSONNEL. Contractor personnel expected to play a key role in the performance and success of the contract. Key personnel are generally evaluated as part of the Source Evaluation Panel (SEP) proposal review process. Key Personnel are listed in the SOW.

NONPERSONAL SERVICES CONTRACT. A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

SUBCONTRACTOR. One that enters into a contract with a prime contractor in performance of the Government contract. However, the Government does not have privity of contract with the subcontractor and therefore does not directly interact with the subcontractor(s).

WORK DAY. Hours of Operation. The number of normal hours per day that the contractor will provide services in accordance with the contract.

WORK WEEK. Monday through Friday, unless otherwise specified in the contract.

ACRONYMS:

Define any acronyms the Government uses for this initiative; give both the acronym and the words represented by the acronym.

ACRS	Advisory Committee on Reactor Safeguards
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DSS	Defense Security Service
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
GIS	geographic information system
HIPAA	Health Insurance Portability and Accountability Act of 1996

NRC	U.S. Nuclear Regulatory Commission
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
PMT	Protective Measures Team
POC	Point of Contact
QA	quality assurance
RAMP	Radiation Protection Code Analysis and Maintenance Program
RASCAL	Radiological Assessment System for Consequence Analysis
RES	Office of Nuclear Regulatory Research
SOW	Statement of Work
V&V	verification and validation

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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.

INVOICE FORMAT FOR FIXED-PRICE

Version Control Date: May 2, 2013

ATTACHMENT D.2
NRC-HQ-60-15-C-0003

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

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 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 (July 2011).

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site:
[http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- c. 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 System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. 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.
- e. 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.**

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.



INVOICE FORMAT FOR COST-REIMBURSEMENT CONTRACTS

Version Control Date: May 2, 2013

ATTACHMENT D.2
NRC-HQ-60-15-C-0003

BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

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

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Reimbursement requests 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.



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NRC-HQ-60-15-C-0003

BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

Frequency: The contractor shall submit requests for reimbursement 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 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 detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (s) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and invoiced after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers 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 Cost-Reimbursement Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738



INVOICE FORMAT FOR COST-REIMBURSEMENT CONTRACTS

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BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

**INVOICE FORMAT FOR COST-REIMBURSEMENT
CONTRACTS**

Version Control Date: May 2, 2013

**ATTACHMENT D.2
NRC-HQ-60-15-C-0003**

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)**

- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the required deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

- (3) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

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- (4) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- p. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is requested.
- q. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

- (1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

**INVOICE FORMAT FOR COST-REIMBURSEMENT
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**BILLING INSTRUCTIONS FOR
 COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)**

- (2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.
- (3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8, "Fixed Fee" (JUN 2011).

r. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

s. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

t. Grand Totals.

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____.

(a)	<u>Direct Costs</u>	<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____



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(b) **Indirect Costs** *(provide the rate information applicable to your firm)*

(10) Overhead ___ % of _____ (Indicate Base)	\$ _____	\$ _____
(11) General and Administrative (G&A) ___ % of _____ (Indicate Base)	\$ _____	\$ _____
Total Indirect Costs:	\$ _____	\$ _____

(c) **Fixed-Fee:**

(12) Fixed-Fee Calculations:

- i. Total negotiated contract fixed-fee percent ___ and amount \$ _____
- ii. 85% allowable fee amount \$ _____
- iii. Cumulative fee billed on prior invoices \$ _____
- iv. Fee due this invoice *(not to exceed 85% of fee earned based upon negotiated contract fee percentage)* \$ _____

Note: The fee balance withheld by NRC may not exceed \$100,000.

Total Fixed-Fee:	\$ _____	\$ _____
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(d) Total Amount Billed	\$ _____	\$ _____
(e) Adjustments (+/-)	\$ _____	\$ _____
(f) Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

**INVOICE FORMAT FOR COST-REIMBURSEMENT
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**BILLING INSTRUCTIONS FOR
 COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)**

1) Direct Labor - \$2,400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	\$ 500	320
			<u>\$2,400</u>	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	<u>\$2,400</u>	<u>\$480</u>

3) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

4) Government-furnished and contractor-acquired property (under \$50,000), Materials, and
 Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= <u>\$ 900</u>
	<u>\$2,000</u>

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150
 (EX: Premium pay for this individual was approved and authorized under this contract
 by the NRC Contracting Officer by letter dated 6/1/2011.)

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**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)**

6) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

7) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

8) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	<u>\$30,000</u>

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000
Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%



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BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	- <u>\$8,218</u>
Grand Total	\$166,802