

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

1. REQUISITION NO.  
RES-07-046  
RES-C07-101 (FFS #)

PAGE 1 OF  
**18**

2. CONTRACT NO. **NRC-04-07-046** 3. AWARD/EFFECTIVE DATE **8-2-2007** 4. ORDEF NO. 5. SOLICITATION NUMBER RES-07-046 6. SOLICITATION ISSUE DATE 05-23-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME HERIBERTO COLÓN JR b. TELEPHONE NO. (No Collect Calls) 301-415-7135 8. OFFER DUE DATE/LOCAL TIME 06-06-2007 3:00 P.M.

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  SMALL BUSINESS  EMERGING SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) NAICS: 514191 SIZE STANDARD: \$18.0 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS N/A 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFO  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research Mail Stop: T9-F39 Attn: Dr. Bennett M. Brady Washington DC 20555 CODE 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CODE INSTITUTE OF NUCLEAR POWER OPERATIONS (DUNS # 098578834) INPO ATTN: DAVID W. WEEKS 700 GALLERIA PKWY SE ATLANTA GA 303395943 TELEPHONE NO. (770) 644-8509 FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555 CODE 3100

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SECTION B.5 FOR A DESCRIPTION OF SERVICES</b>				
00001	<b>BASE PERIOD</b> (August 2, 2007 - May 1, 2008)				
00002	<b>OPTION YEAR ONE</b> (May 2, 2008 - May 1, 2009)				
00003	<b>OPTION YEAR TWO</b> (May 2, 2009 - May 1, 2010)				
00004	<b>OPTION YEAR THREE</b> (May 2, 2010 - May 1, 2011)				
00005	<b>OPTION YEAR FOUR</b> (May 2, 2011 - May 1, 2012)				

25. ACCOUNTING AND APPROPRIATION DATA 76015111201 N6448 252A 31X0200.760 OBLIGATE: (FFS #: RES-C07-101) 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) DAVID W. WEEKS, VICE PRESIDENT 30c. DATE SIGNED 6-25-2007 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) HERIBERTO COLÓN, JR. 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED 7-30-2007

## Table of Contents

<b>SECTION A</b> .....	<b>A-1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	A-1
<b>SECTION B - CONTINUATION BLOCK</b> .....	<b>B-1</b>
B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988).....	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987).....	B-1
B.3 DELIVERABLES AND DELIVERY SCHEDULE.....	B-1
B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987) .....	B-1
B.5 STATEMENT OF WORK.....	B-2
B.5.1 BACKGROUND.....	B-2
B.5.2 OBJECTIVE.....	B-2
B.5.3 SCOPE OF WORK.....	B-2
B.5.3.1 TASK 1 - EPIX ACCESS CODES AND TECHNICAL SUPPORT .....	B-3
B.5.3.2 TASK 2 - EPIX DOCUMENTATION.....	B-3
B.5.3.3 TASK 3 - EPIX TRAINING.....	B-3
B.5.3.4 TASK 4 - EPIX DESIGN AND APPLICATION INTERFACE.....	B-4
B.5.3.5 TASK 5 - DATA REPORTS AND TRANSFER.....	B-4
B.6 MEETINGS/TRAINING AND TRAVEL.....	B-4
B.7 NRC EPIX COORDINATOR.....	B-4
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>C-1</b>
C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	C-1
C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)C-1	
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007).....	C-5
C.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997).....	C-9
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-9
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-10
C.7 EPIX PROPRIETARY INFORMATION .....	C-10
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>D-1</b>
D.1 ATTACHMENTS .....	D-1

**SECTION B - CONTINUATION BLOCK****B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract for the BASE PERIOD is [REDACTED]

The firm fixed price of this contract for OPTION YEAR ONE is [REDACTED]

The firm fixed price of this contract for OPTION YEAR TWO is [REDACTED]

The firm fixed price of this contract for OPTION YEAR THREE is [REDACTED]

The firm fixed price of this contract for OPTION YEAR FOUR is [REDACTED]

Cumulative total, if all options are exercised.....\$1,629,116

\*Discounted

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Institute of Nuclear Power Operations (INPO) shall provide (1) access to the Equipment Performance and Information Exchange (EPIX) System; (2) assistance in accessing the database; (3) EPIX documentation and guidance, as needed; and (4) a copy of the EPIX component data.

**B.3 DELIVERABLES AND DELIVERY SCHEDULE**

INPO shall provide the NRC with an electronic copy of the EPIX component data or a subset of the EPIX component data no later than fourteen (14) days upon receipt of request from the NRC Project Officer/EPIX Coordinator.

The electronic data and hard copy documents and reports to be furnished hereunder shall be delivered, with all charges paid by INPO, to the NRC Project Officer/EPIX Coordinator at the address shown below.

**U.S. Nuclear Regulatory Commission**  
**ATTN: Dr. Bennett M. Brady**  
**Mail Stop: T9-F39**  
**11545 Rockville Pike**  
**Rockville, MD 20852**  
**Email: BMB1@nrc.gov**

**B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on August 2, 2007 and will expire on May 1, 2008. The term of this contract may be extended at the option of the Government for an additional 4 years.

## **B.5 STATEMENT OF WORK**

### **B.5.1 BACKGROUND**

The Equipment Performance and Information Exchange (EPIX) system is a web-based database that provides information on components important to nuclear plant safety and reliability. EPIX was developed by the Institute of Nuclear Power Operations (INPO) to meet current and projected industry needs for component-level information exchange and to replace the Nuclear Plant Reliability Data System (NPRDS). EPIX is a proprietary database managed by INPO for exclusive use by its member utility organizations. Non-INPO utility member access to EPIX is granted only by written agreement and with approval of INPO's Board of Directors.

In addition to the component performance information in EPIX, EPIX provides access for retrieval of data reported to NPRDS from January 1973 through December 1996.

EPIX contains engineering data and failure information on key components in systems within the scope of the U.S. Nuclear Regulatory Commission (NRC) Maintenance Rule for all operating U.S. nuclear generating plants. In addition, reliability data are also collected on key components in risk-significant systems to support the application of probabilistic safety analysis techniques to risk-informed management of equipment performance issues.

In April 2006, NRC and the U.S. commercial nuclear power industry jointly implemented the Mitigating System Performance Index (MSPI), a new risk-informed performance index that is proposed as a replacement for the Reactor Oversight Process's current set of Safety System Unavailability Performance Indicators. The benefit of the MSPI to the industry, NRC, and other stakeholders is that it provides a more accurate indication of the risk associated with changes in the availability and unreliability of important safety systems. The nuclear power plant industry will be reporting component performance data for computing the MSPI to INPO through the EPIX system. Access to EPIX will provide NRC staff the capability to monitor the basic data being used for the MSPI.

EPIX is a proprietary industry database available to INPO member organizations. EPIX is designed for Internet access using access codes, passwords, and encryption software to prevent unauthorized user access.

### **B.5.2 OBJECTIVE**

The objective of this contract is to provide: 1) access to NRC staff to the EPIX System which is managed by INPO, 2) assistance to NRC staff in accessing the database, 3) EPIX documentation and guidance as needed, and 4) a quarterly copy of the EPIX component data.

### **B.5.3 SCOPE OF WORK**

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

The tasks required are as follows:

### **B.5.3.1 TASK 1 - EPIX ACCESS CODES AND TECHNICAL SUPPORT**

Each NRC staff member and contractor authorized by the NRC EPIX Coordinator for EPIX access will require an access (identification) code assigned by INPO. The contractor shall provide EPIX access codes to the NRC staff and contractors no later than fourteen (14) working days from receipt of the request from the NRC EPIX Coordinator. Up to twenty (20) access codes shall be provided as part of the annual fixed contract cost. EPIX access codes not used for a period of 180 days are automatically terminated. Canceled access codes shall be reinstated by the contractor no later than ten (10) working days from the receipt of the request from the NRC EPIX Coordinator.

The contractor shall also provide up to eighty (80) additional access codes to NRC staff and contractors as requested by the NRC EPIX Coordinator. EPIX access codes not used for a period of 180 days are automatically terminated. Canceled access codes shall be reinstated by the contractor no later than ten (10) working days from the receipt of the request from the NRC EPIX Coordinator.

EPIX is accessed via the Internet using encryption software. The contractor computer services personnel shall provide specifications and instructions to the NRC on the technical aspects of accessing the EPIX database. Technical support shall be provided Monday through Friday from 7:00 am to 5:00 pm eastern standard time. The contractor shall also establish and maintain an EPIX home page for NRC access to the EPIX and NPRDS data.

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

### **B.5.1.2 TASK 2 - EPIX DOCUMENTATION**

The contractor shall provide a complete set of EPIX reporting manuals and usage guides to each NRC-authorized access code holder, plus five copies for the NRC EPIX Coordinator. The contractor shall provide the same documentation to the NRC that it provides to its member organizations. The contractor shall also provide instructions on EPIX access via the NRC EPIX home page. The contractor shall provide EPIX documentation to the NRC EPIX Coordinator for distribution to authorized NRC staff and contractors assigned EPIX access codes. The contractor shall provide updates to EPIX documentation through the NRC EPIX Coordinator. EPIX documentation is copyrighted by INPO as "Limited Distribution" and should be controlled by the NRC as specified in section H of the contract.

The contractor shall provide EPIX usage guidance as needed by the NRC to support the use of the database. This information shall be provided to the NRC/EPIX Coordinator within five working days of distribution to INPO member organizations.

### **B.5.1.3 TASK 3 - EPIX TRAINING**

EPIX is designed so that usage training is not required. EPIX contains on-line help and access to electronic documentation to assist users when required. If training is desired, the contractor shall provide EPIX training to NRC staff and contractors once per calendar year upon request of the NRC EPIX Coordinator. This one-day training program will be conducted at a location designated by the NRC Project Officer (typically NRC headquarters). The number of NRC personnel trained and the content of the training will be determined by the NRC EPIX Coordinator, consistent with time allowed and training facilities used.

NRC staff and contractors shall be provided the same EPIX help desk support as INPO member organizations via the EPIX Hot Line.

#### **B.5.1.4 TASK 4 - EPIX DESIGN AND APPLICATION INTERFACE**

EPIX is designed to meet a wide range of industry applications. To obtain feedback from EPIX users, the contractor has established an EPIX Ad Hoc Working Group. The contractor shall include an individual designated by the NRC EPIX Coordinator to serve as a member of this feedback group. The NRC representative to this group will attend up to two meetings per year at a location designated by INPO (typically, Atlanta, Georgia.)

In addition to NRC feedback through the EPIX Ad Hoc Working Group, the contractor shall provide EPIX support on an ongoing basis to respond to questions, comments, and suggestions regarding EPIX design and operating capabilities. The NRC representative to the EPIX Ad Hoc Working Group will serve as the NRC focal point for ongoing dialog between the NRC and the INPO EPIX support organization.

#### **B.5.1.5 TASK 5 - DATA REPORTS AND TRANSFER**

The contractor shall provide the NRC with the same component engineering and failure data retrieval and report generation capability for the EPIX and NPRDS data as is provided to INPO member organizations.

### **B.6 MEETINGS/TRAINING AND TRAVEL**

The contractor shall provide EPIX training to NRC staff and contractors once per calendar year upon request of the NRC EPIX Coordinator at NRC Headquarters in Rockville, MD.

### **B.7 NRC EPIX COORDINATOR**

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

**Dr. Bennet M. Brady**

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006

**C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.



## (i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(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 FAR 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 CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the

responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

### **C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)**

(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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

[ ] (4) Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (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.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (18) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(24) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

(25)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vii) 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) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility); the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

### **C.6 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 **60** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5** years.

### **C.7 EPIX PROPRIETARY INFORMATION**

(a) All data provided to the NRC are furnished with "limited rights" to their use. For the purposes of this contract, the term "limited rights" means that the NRC and NRC contractors will treat "plant/unit-specific" information on the EPIX as proprietary commercial information (i.e., EPIX data that identify a specific nuclear plant or utility by name). The NRC or its contractors will not disclose plant/unit-specific EPIX data outside the NRC except as allowed by this contract or by separate written agreement with INPO.

(b) Plant/unit-specific EPIX data will be publicly disclosed only if (1) the data that forms a basis for the regulatory decision appears in an NRC document addressing a safety concern, and (2) an NRC Office Director determines pursuant to 10 CFR 2.790 (b) (5) that the public's right to know that basis warrants the release of the data. Unless a compelling immediate safety concern dictates otherwise, INPO will be given reasonable advanced notification of the NRC decision to make the specific data public on a given date so that INPO will have the opportunity to exercise its legal options regarding such disclosure. The letter from W. J. Dircks (NRC) to Z. T. Pate (INPO) dated November 18, 1985 provides additional background information and guidance on the use of NPRDS data, which applies in principal to EPIX data also.

(c) The NRC recognizes that INPO makes reasonable efforts to identify and follow up on questionable data, but that ultimate responsibility for data reporting accuracy rests with the submitting plant. Accordingly, the NRC agrees to verify all plant/unit-specific data with the applicable plant(s) before any such data is used for plant-specific regulatory decisions.

(d) INPO grants the NRC the right to publish plant/unit specific analyses of EPIX data provided by INPO subject to the following: The NRC will continue to offer INPO the opportunity to provide comments on documents or reports containing information derived from EPIX data.



For substantive NRC documents, this will be consistent with NRC procedures for release of draft documents (e.g., NRC Management Directive 3.4 "Release of Information to the Public," approved September 1, 1993), including disclosure of the draft document and any comments submitted. For other documents, INPO will be on distribution and the NRC will consider any comments provided. These provisions apply only to documents and reports that the NRC intends to make available external to the NRC.

(e) For the purpose of this contract, archived NPRDS data are considered EPIX data.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 ATTACHMENTS**

Attachment 1      Billing Instructions

BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

ATTACHMENT 1

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.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

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

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

ATTACHMENT 1

For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.