

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

1. REQUISITION NO. NRR-12-262 07/15/2012 PAGE 1 OF 1 of 4
 2. CONTRACT NO. NRC-04-10-145 3. AWARD/EFFECTIVE DATE 9/18/12 4. ORDER NO. NRC-T005 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kathleen Caponiti Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$25.5 Million

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

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

17a. CONTRACTOR/OFFEROR FMC, INC 9538 LAGERSFIELD CIR VIENNA VA 221816174 TELEPHONE NO. DUNS: 103462490 CODE 103462490 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NBCDenver_NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX: CODE 3100

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this task order is to procure services relating to implementation, training, and maintenance for ROMA for the office of Nuclear Reactor Regulations (NRR). The work to be performed under this task order shall be done in accordance with the attached SOW and price schedule, and conditions of this task order and contract. The period of performance expired on July 15, 2012; therefore, this is a new task order that continues some of the tasks under Task Order 001. NRC COR: Tamara Williams, 301-415-2677 Contractor: Jason Cai, 703-585-9233 cai@kmcncorp.com Obligation: \$24,571.36 Ceiling: \$24,571.36 Period of Performance: 9/18/2012 - 8/4/2013 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA B&R: 2012x0200-20-41-J-144 JC: J4591 BOC: 252A APPN: 31x02 NAICS: 541519 FFS: 123435 DUNS: 103462490 Obligated Amount: \$24,571.36
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,371.36

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR Jason Cai
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Heriberto Colón
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jason Cai, President 30c. DATE SIGNED 09/17/2012 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Heriberto Colón Contracting Officer 31c. DATE SIGNED 9/12/2012

**NRC-04-10-145 T005
Attachment**

**Price/Schedule
Period of Performance 09/18/2012 – 10/4/2013**

CLIN	Description	Quantity	Unit	Unit Price	FFP Total
0001	Maintenance of ROMA (NRR) (1/2 month – 9/18/12 – 10/3/12)		Month		
0002	Maintenance of ROMA (NRR)		Month		
	Total Price				\$24,571.36

Statement of Work

BACKGROUND

The U.S. Nuclear Regulatory Commission's Office of Nuclear Regulatory Research (RES) developed the Research Operations Management Application (ROMA) designed to monitor and track internal RES budget execution.

ROMA is a Microsoft Access database that provides several capabilities that facilitate effective execution of an office's budget. Major features include the following:

- The ability to manage spending plans
- The ability to track budgets under continuing resolution and incremental funding
- The ability to provide connectivity to the Agency's financial accounting system
- The ability to provide detail reporting functionality
- The ability to enable users and administrators to enter data using intuitive and user friendly forms

Since its initial creation in RES, the ROMA database has been successfully implemented in the Office of Nuclear Reactor Regulation (NRR).

OBJECTIVES

Primary objectives:

- To ensure the successful operation of the ROMA application by providing expert-level maintenance and technical support
- To maintain the applications ability to provide meaningful value by implementing needed enhancements
- To provide support during transition periods including but not limited to the beginning of a new fiscal year.

The contractor shall provide the necessary personnel and management to meet the requirements in this statement of work.

SCOPE OF WORK

The contractors shall provide, at a minimum, the described services and perform the task listed in this statement of work.

Task 3: Technical Support for the ROMA Application

1. The contractor shall maintain operability of the ROMA software required for the successful reception, storage, and use of data within the ROMA application.
2. The contractor shall provide database user support via phone or email for ROMA users/administrators from 8am to 5pm, Monday – Friday with the exception of federal holidays.

3. The contractor shall maintain the ROMA application software, as necessary, to ensure proper ROMA operation. The term "maintain" includes all of the various activities associated with repair, modification, and enhancement of the ROMA software. The term "ROMA software" includes, but is not limited to, all of the materials listed below.
 - a. Microsoft Office products and Visual Basic for Applications
4. The contractor shall maintain operability of the ROMA software for storage of ROMA data in compliance with the NRC approved design specifications for the application as referenced in the base contract, RES-10-045.
5. The contractor shall provide the NRC guidance and direct support during periods of transition. This includes, but is not limited to, transitions to new fiscal years.
6. The contractor shall implement any changes to the ROMA application that are approved by the COR in an email or in any written documentation. Those changes shall be implemented in such a manner as not to disrupt the application's daily operability.
7. If the COR or office administrator identifies ROMA problems to the Contractor, then the Contractor shall take appropriate action to remedy the problem as soon as possible and follow-up with the COR office administrator on a daily basis until the problem is resolved.
8. The Contractor shall provide adaptive in-scope maintenance (software enhancements) for ROMA when the COR requests it in email or any written documentation.
9. The Contractor shall maintain all of the existing security documentation and testing requirements for ROMA as developed under RES-10-145 set forth by the Federal Information Security Management Act (FISMA).
10. The contractor shall ensure that all modifications/upgrades are thoroughly tested to ensure that the change meets all user technical and qualitative requirements. If there is any confusion regarding requirements the contractor shall contact the COR or the requesting office administrator to clearly define technical and qualitative requirements.
11. The contractor shall perform work under this agreement in such a manner to ensure ROMA availability at 99.5% quarterly throughout the life of the contract. ROMA availability will be evaluated by the COR every month using the monthly technical progress reports provided by the Contractor. Failure to meet this performance standard once during any given quarter throughout the life of the contract may result in the Contracting Officer withholding funds for payment until compliance is achieved and, potentially, an unsatisfactory evaluation report for this task order.

A.2 PACKAGING AND MARKING (AUG 2011)

(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:

A.3 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 09-18-2012 and will expire on 08-04-2013.

A.5 ELECTRONIC PAYMENT (AUG 2011)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior, at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770

7301 West Mansfield Avenue
Denver, CO 80235-2230

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

A.7 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided 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, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

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

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.
