

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

1. REQUISITION NO. RFPA HR-01-285
 PAGE 1 OF 22
 5. SOLICITATION NO. HR-01-285
 6. SOLICITATION ISSUE DATE 07/23/2001
 8. OFFER DUE DATE/LOCAL TIME 08/13/2001 3:00 P.M.

2. CONTRACT NO. HRC-38-01-285
 3. AWARD/EFFECTIVE DATE 09-30-2001
 4. ORDER NO.
 7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Mona C. Selden

9. ISSUED BY
 U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: T-7-I-2
 Contract Management Branch 2
 Washington DC 20555

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0 % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
 NAICS: 611519
 SIZE STANDARD: \$5.0 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
 RFQ IFB RFP

15. DELIVER TO
 U.S. Nuclear Regulatory Commission
 Technical Training Division
 Osborne Office Center, Suite 200
 5746 Marlin Road
 Chattanooga, TN 37411

16. ADMINISTERED BY

17a. CONTRACTOR/OFFEROR
 Source Production & Equipment Co., Inc.
 Attn: George Moran, Vice President
 113 Teal Street
 St. Rose, LA 70087-9691
 TELEPHONE NO. (504) 464-9471

18a. PAYMENT WILL BE MADE BY
 U.S. Nuclear Regulatory Commission
 Office of the Chief Financial Officer
 Attn: GOV/COM Acctng. Section T-9H4
 Washington DC 20555

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B FOR SCHEDULE OF SUPPLIES/SERVICES PROJECT TITLE: Safety Aspects of Industrial Radiography Course TYPE OF CONTRACT: Performance Based/Fixed Price/Requirements PERIOD OF PERFORMANCE: Five Years/No Option Periods				

25. ACCOUNTING AND APPROPRIATION DATA
 B&R: 1-8415-208114 Job Code: M8433 BOC: 252A
 Appropriation No.: 31X0200 Obligate: \$50,000.00
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$164,500.00

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 HEREIN.
 29. AWARD OF CONTRACT: REFERENCE _____ 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 *George Moran*
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) George Moran Vice President
 30c. DATE SIGNED 10/2/01
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Sharon D. Stewart*
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart
 31c. DATE SIGNED 9/28/01

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
 33. SHIP NUMBER
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR
 36. PAYMENT COMPLETE PARTIAL FINAL
 37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE
 32c. DATE
 38. S/R ACCOUNT NUMBER
 39. S/R VOUCHER NUMBER
 40. PAID BY
 42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE
 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD)
 42d. TOTAL CONTAINERS

TEMPLATE - ADM 01

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is "Safety Aspects of Industrial Radiography Course."

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUN 1988)**

(a) Brief description of work:

The Contractor shall conduct a training course entitled, "Safety Aspects of Industrial Radiography" to NRC and Agreement State Regulatory Personnel.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 SCHEDULE OF ITEMS AND PRICES

Upon receipt of a delivery order from the NRC Project Officer, or designee, the Contractor shall present the "Safety Aspects of Industrial Radiography" course in accordance with Section B.4, at the prices stated below. The FIRM FIXED PRICE PER COURSE RATE INCLUDES ALL DIRECT AND ALL INDIRECT COSTS to perform the work specified in the Statement of Work.

	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	AMOUNT
(a) Present Course (Year One)	2	EA	\$15,250.00	\$30,500.00
(b) Present Course (Year Two)	2	EA	\$15,750.00	\$31,500.00
(c) Present Course (Year Three)	2	EA	\$16,500.00	\$33,000.00
(d) Present Course (Year Four)	2	EA	\$17,000.00	\$34,000.00
(e) Present Course (Year Five)	2	EA	\$17,750.00	\$35,500.00

TOTAL ESTIMATED AMOUNT OF CONTRACT: \$164,500.00

B.3.1 CONSIDERATION AND OBLIGATION DELIVERY ORDERS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$164,500.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$50,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to

time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.4 STATEMENT OF WORK

B.4.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) and NRC Agreement States inspect the operations and facilities of byproduct material licensees to determine whether these operations and facilities are in accordance with license provisions and to identify conditions which might adversely affect the health and safety of the public.

In support of this mission, the NRC conducts training programs for NRC and Agreement State regulatory personnel. Part of this program is intended to provide these personnel with an understanding of industrial radiographic operations and equipment, and the importance of radiation safety in those operations.

B.4.2 OBJECTIVE

The purpose of this contract is to present a training course entitled, "Safety Aspects of Industrial Radiography." The course is intended to increase and maintain the technical competence of NRC and Agreement State radiation control personnel with an understanding of the design, operation, and radiation safety of industrial radiography operations.

B.4.3 SCOPE OF WORK

The Contractor shall furnish the necessary personnel, facilities, instructional materials, and services to prepare and teach the "Safety Aspects of Industrial Radiography" course as ordered by the NRC.

B.4.4 COURSE DESCRIPTION

Each course presentation shall be approximately 35 hours (5 days, 7 hours per day) in duration. Course goals shall be accomplished through a combination of lectures, discussions, films, demonstrations, and field exercises providing hands-on experience in the various aspects of industrial radiography operations. A suggested course outline is shown in Attachment 3. The NRC has a course manual established for this course.

In particular, the course shall include the following:

- (a) The technical aspects of industrial radiography. This shall include the principles and techniques used in making a radiograph from setup to finished picture.
- (b) Equipment (types and principles of operation) used to make a radiograph.
 - (1) Radiation Sources - isotopic, machine
 - (2) Film
 - (3) Stopwatch, linear measure, etc.
- (c) Required radiation safety equipment
 - (1) Survey meters
 - (2) Film badge/TLD dosimeters
 - (3) Alarm ratemeters
 - (4) Pocket dosimeters
 - (5) Other

- (d) Radiation safety as it applies to the receipt, use, storage, and transportation of industrial radiography radiation sources.
- (e) Training and supervision of radiographers and assistant radiographers.
- (f) Organization and operation of a radiography company.
- (g) Agreement State licensing requirements for Louisiana or Texas, and regulatory requirements for industrial radiography operations including reciprocity by an individual with Agreement State training and experience. Approximately two (2) hours shall be allocated for this presentation. The Contractor shall allocate funding for expenses associated with this presentation, if necessary.
- (h) Proper conduct of inspections and investigations of licensed industrial radiography operations and unusual occurrences.
- (i) Experience with, and case histories of industrial radiography accidents.
- (j) Packaging and transportation of industrial radiography radiation sources.
- (k) The Contractor shall be required to conduct field exercises which shall be designed to allow each student to gain hands-on experience in handling all the tools and equipment required of a radiographer. Exercises shall include, but not be limited to the following:
 - (1) Practice in establishing boundaries for safe operation.
 - (2) Practice operating various industrial radiography exposure devices that are commonly used, including both "dummy" and "live" sources.
 - (3) Practice changing "live" sources between exposure devices and source changers.
 - (4) Make an actual radiograph using a "live" source and film. This shall include the use of technical and radiation safety considerations required of the radiographer.
 - (5) Package and label, and otherwise prepare a radiography source for transportation, in accordance with U.S. Department of Transportation regulations.
 - (6) Observe and practice the safe recovery of a disconnected source.
 - (7) Observe and "inspect" an actual commercial industrial radiography job-site, as available.
 - (8) Equipment inspection and maintenance procedures.

B.4.5 COURSE PRESENTATION AND OTHER REQUIREMENTS

The Contractor shall perform the following:

(a) Provide each student with a copy of the following:

- (1) NRC's course manual for use during the course;
- (2) NUREG/BR-0024 "Working Safely in Gamma Radiography;"
- (3) text similar to "Gamma Radiography Radiation Safety Handbook" by Amersham Tech/Ops;
- (4) the current version of 10 CFR Part 34;
- (5) pertinent NRC Information Notices;
- (6) important visual aids used during the course presentations; and
- (7) applicable case studies

(b) Provide each student with a copy of the loose leaf written course material in an appropriately sized three-ring binder. No more than 24 sets of student materials will be required for each course.

(c) Develop/furnish case studies and "real life" workshop examples to supplement course lectures.

(d) Utilize learning objectives for each course lecture, and formal lesson plans for presenting the course lectures, problems, exercises and demonstrations.

(e) Utilize visual aids (view graphs, slides, etc.) as much as possible to assist student understanding.

(f) Prepare, administer, proctor, and grade the course examination.

(g) Evaluate the students by means of a written examination to verify that they have attained the proper level of understanding of the course material. The examination shall consist of 50 questions based on the learning objectives in the student course manual. The majority of the questions shall be multiple choice with four (4) possible answers and only one (1) correct answer. Responses such as "Some of the Above," and "All of the Above," shall not be used as a response to an examination question. No more than ten (10) questions shall be in the True/False format; and no more than ten (10) questions shall be phrased requiring a negative response, i.e., "which of the following is not correct?" Any such question shall emphasize, by capitalization and underline or bold type. Examination for courses after the first course shall not contain more than 50 percent of the questions used on a previous course examination.

(h) The Contractor shall develop and provide the NRC Project Officer with a copy of at least three (3) course examinations of 50 questions each, that will be used during the period of the contract to evaluate student comprehension and understanding of the course material. Alternatively, the Contractor shall provide, for approval of the NRC Project Officer, a test bank of at least 100 questions, with answers, which will be used to develop course examinations. Examinations may use only 50 percent repeat questions from previous examinations.

(i) Provide and grade re-examinations, as required, for students who do not demonstrate a sufficient understanding of course material (70 percent or higher).

(j) If requested, the Contractor shall provide the NRC Project Officer with an equivalency examination during the time of each course presentation for a student who desires to validate their understanding of the course material.

(k) The NRC Project Officer will coordinate administering re-examinations and equivalency examinations and, within five (5) calendar days after the examinations, return them to the Contractor for grading. Whenever possible, these examinations will be given on the examination day for a scheduled course.

(l) For any revision to the course material, the Contractor shall provide to the NRC Project Officer, 60 calendar days

prior to the start of each course, a copy of the proposed revised material, as appropriate, e.g., course schedule, learning objectives, text and/or handout materials to be provided to the students, and pertinent examination questions showing the correct answers. The NRC Project Officer will provide his approval of the material within 20 calendar days after receipt from the Contractor. The Contractor shall correct any deficiencies and resubmit the material within 20 calendar days of receipt of comments from the NRC Project Officer. Final NRC approval of the material shall be required prior to utilizing the revised material in any course.

(m) Conduct all course activities in strict compliance with Title 10 of the Code of Federal Regulations (10 CFR) or equivalent Agreement State radiation control requirements.

(n) Furnish personnel monitoring equipment for each student. This equipment shall consist of a 0-200 mR self-reading pocket dosimeter and either a film badge or a thermoluminescent dosimeter (TLD) device and an alarm rate meter. In conjunction with the issuance of dosimeters, the Contractor shall also provide each student attendee with a copy of NRC Regulatory Guide 8.13 and NRC Regulatory Guide 8.29, and maintain documentation that it was issued, received, read, and understood.

(o) Deliver computer discs or CDs which contain the course examinations or test bank developed for the course, and revision of any course materials approved by the NRC Project Officer. The discs shall be in WordPerfect (tm), or ASCII format or other format compatible with software available at the NRC Technical Training Center.

(p) Upon receipt of a course delivery order, provide the NRC Project Officer with the following, within ten (10) calendar days (unless this material has been previously submitted and has not changed):

- (1) a map of the course locality clearly showing the training facility and nearby lodging available to the students;
- (2) a list identifying hotels in the vicinity that offer rates that are within the established CONUS per diem rate (excluding taxes) as published in the applicable Federal Travel Directory, including the addresses and phone numbers of the hotels,
- (3) directions to the Contractor's training facility from airport(s) in the vicinity.

B.4.6 TECHNICAL QUALIFICATION REQUIREMENTS

The course shall be conducted by a Contractor with broad experience in the field of industrial radiography from both a technical and regulatory standpoint and have related training experience.

Course instructors shall have expertise in industrial radiography and course instruction. They shall also have experience in providing instruction to, and supervising the activities of, individuals who have little experience in handling the equipment and sources in this course, to ensure applicable NRC and State safety requirements are met. This experience shall include handling of multicurie industrial radiography sealed sources. As a minimum, lecturers shall possess the following diverse areas of experience/expertise:

- (a) Practical experience as a licensed radiographer with certification in radiation safety as required under 10 CFR 43.43(a)(1) or equivalent Agreement State regulation.
- (b) An instructor with experience as a manager of a licensed radiography company.
- (c) Experience as a representative of a licensed source and device manufacturer.
- (d) Experience in licensing, inspecting, and investigating industrial radiography operations involving the use of sealed sources.
- (e) Experience with transportation of radiography sources including shipping papers, labeling, placarding, and surveys.

B.4.7 GENERAL INFORMATION

(a) The Contractor shall provide classrooms that comfortably accommodate 24 students. Course student enrollment will not exceed 24 students.

(b) Class hours should typically start at approximately 8:00 a.m. and end about 5:00 p.m. each day, allowing one hour for a lunch break. Approximately seven hours (7) of instruction time are available per day. Breaks shall be provided at a

frequency of approximately ten (10) minutes following each hour of instruction. The specific time for breaks will be at the discretion of the instructor but shall not exceed each two (2) hours of instruction, with the exception of classroom exercises.

(c) The NRC Technical Training Division, Chattanooga, TN and the NRC Project Officer will coordinate student attendance.

(d) The NRC Project Officer will be responsible for the review and approval of any Contractor- developed course materials.

(e) Student background and experience will vary, but all students will have a basic knowledge of health physics principles. The Contractor shall not assume experience in industrial radiography.

(f) The NRC reserves the right to supplement course presentations with NRC subject-matter technical expert(s) for a total time not to exceed two (2) hours, if available, and/or send up to two (2) observers to monitor the course presentation. The Contractor will not be required to provide course manuals for any course observers unless they are included in the spaces for student attendance. The Contractor will be notified of the NRC's plan to supplement the course presentation with technical experts at least 30 calendar days prior to any course presentation.

(g) The NRC reserves the right to supplement the course materials with relevant information, such as regulatory guides or information notices that will be sent to the Contractor for inclusion in subsequent course manuals.

(h) The Contractor shall provide training materials for each student which shall include a student manual that includes learning objectives for each chapter in the manual, these learning objectives shall be used for development of the course exam; a copy of 10 CFR Part 34; a copy of relevant industry standards and NRC Regulatory Guides and policy documents relevant to the subject matter; a copy of relevant view graphs used during the course presentation and not already provided in the student manual; applicable case histories; and all handouts, i.e., material not included in the student manual. The use of handouts shall be kept to a minimum and shall represent material that could not have been incorporated in the student manual prior to the start of the course.

(i) The Contractor shall provide shipping boxes and shipping expenses for shipping student manuals to the students business address following completion of the course.

B.4.8 NUMBER OF COURSES AND COURSE SCHEDULING

(a) The NRC intends to order at least one course each year during the five year period of performance. Additional courses may be ordered if warranted by student demand.

(b) Exact course dates will be arranged with the Contractor at least sixty (60) calendar days before each course. Courses will be formally scheduled via a contract modification or delivery order from the NRC Project Officer.

(c) Should the NRC determine, no later than 30 calendar days prior to the start of a course, that the need is insufficient to conduct the training, the NRC may reschedule or cancel the course presentation by written notification to the Contractor without obligation to the Government.

B.5 CONTRACT IMPLEMENTATION MILESTONES

(a) Within 60 calendar days of contract award, a meeting shall be held at the Contractor's facility per Section B.6 on a mutually agreeable date.

(b) Within 60 calendar days following award of the contract, the Contractor shall provide to the NRC Project Officer for review and approval, a copy of at least three (3) course examinations of 50 questions each, that will be used during the period of the contract to evaluate student comprehension and understanding of the course material. Exam questions shall be based on course objectives. Alternatively, the Contractor shall provide for approval of the NRC Project Officer a test bank of at least 100 questions, with answers. The test bank will be used to develop course examinations. Examinations may use only 50 percent repeat questions from the previous examination.

(c) The NRC Project Officer will provide comments within 30 calendar days of receipt of the examinations or exam test bank. These comments shall be considered in developing the final course exams or test bank. Within 30 calendar days of receiving the NRC's comments, the Contractor shall provide the NRC Project Officer with revised examinations or a revised test bank incorporating the NRC's comments.

B.6 MEETINGS AND TRAVEL

Within 60 calendar days of contract award, a meeting will be held at the Contractor's facility to discuss the course outline, lesson objectives, course examinations, material preparation, and classroom and laboratory facilities. This meeting may be rescheduled or canceled at the discretion of the NRC Project Officer.

B.7 SUBCONTRACTS

No subcontracts are anticipated under this contract. However, if subcontracts are utilized, prior written approval of the NRC Contracting Officer is required. The Contractor shall provide the NRC Contracting Officer with resumes of subcontractor personnel, showing the relevant training and experience.

B.8 REPORTING REQUIREMENTS

The Contractor shall provide the NRC Project Officer with the following:

- (a) The course examinations or test bank, as specified in this contract.
- (b) A copy of the final NRC approved revised course materials developed for the course presentation on computer disk, as specified in this contract.

B.9 COURSE PRESENTATION REPORTS

Within 30 calendar days of completion of a course presentation, the Contractor shall submit a Course Presentation Report to the NRC Project Officer. The report shall contain the following:

- (a) A cover letter report discussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student evaluations.
- (b) Examination booklets and graded answer sheets (original plus one copy) and a summary of student results including class average and standard deviation.
- (c) Student information sheets providing the student's name, business address, business phone number, name of immediate supervisor, date of the course.
- (d) Student evaluations (original plus one copy) and a summary of student comments.
- (e) Individual dose monitoring records as applicable (two copies). If processing of dosimeters takes longer than 15 calendar days, reports of monitoring records shall be submitted within five (5) calendar days of receipt of the results from the processing organization.

B.10 GOVERNMENT FURNISHED MATERIAL

The NRC will provide the Contractor with a copy of the following:

- (a) NRC's course manual,
- (b) documents such as regulatory guides,
- (c) information notices necessary to support course presentation, and
- (d) course evaluation form and student information sheet, to be provided to, and completed by, each student.

B.11 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage for the performance of this contract as follows:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so

commingled with the Contractor's commercial operations that is would not be practical. The employer's liability coverage shall be at least \$100,000, except in states with exclusive monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000.00 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$400,000.00 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

B.12 TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

This is a performance based, fixed price, requirements type contract with a five year period of performance. There are no option periods under this contract.

B.13 MONITORING THE TRAINING

During the life of the contract, the NRC Project Officer will monitor the training to observe the quality of instruction and to assure that materials used are adequate, current, and meet NRC's training requirements. As a minimum, the quality of the instruction will be evaluated on the instructor's ability to:

(a) Maintain control of the learning time so that the presentation of information and exercises remain organized and timely, key points and course objectives are met, breaks are provided within the overall course schedule; and distractions, such as questions that are of minimal interest to the class as a whole, are answered later and/or individually.

(b) Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way, change the manner of instruction to help correct problems and improve the participants' opportunity to learn.

(c) Involve the participants in sufficient and practical exercises with the subject matter, to reinforce the understanding and retention of information.

(d) Provide recommendations to the NRC Project Officer for improvement of course materials.

B.14 CONTRACTOR'S QUALITY CONTROL PROGRAM

The Contractor shall establish and maintain a complete Quality Control Program (QCP). The Contractor performed inspections are independent of those performed by the Government. The Contractor shall perform his inspections prior to requesting acceptance of the work by the Government. The Contractor shall designate a person who is responsible for the implementation of the QCP.

The Contractor shall provide a copy of its QCP to the NRC Project Officer for review and approval within one week after award of the contract. The Contractor shall revise its QCP incorporating the Government's comments.

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)

**C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(MAY 1999)**

(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. The Government must exercise its postacceptance 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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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. 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--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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 date on which an electronic funds transfer was made.

(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 or implied 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 327, 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; and (9) the specification.

C.3 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(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 forgo 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, 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.

C.4 2052.215-70 KEY PERSONNEL

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

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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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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.

C.5 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.6 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>

52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT 1995
52.232-32	PERFORMANCE-BASED PAYMENTS	MAY 1997

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)-
- (28)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which

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 or components:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.8 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the

contract through the expiration date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.9 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount;

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.10 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be

specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.

C.11 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENTS

Attachment 1 Billing Instructions

Attachment 2 NRC Contractor Organizational Conflicts of Interest

Attachment 3 Course Outline

Attachment 4 Course Manual (PO will provide)

Attachment 5 Performance Requirement Summary

Attachment 6 Quality Assurance Surveillance Plan

Attachment 7 Surveillance Monitoring Form

Attachment 8 ACH Vendor/Miscellaneous Payment Enrollment Form

**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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

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.

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.**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

- 10. 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.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

U.S. Nuclear Regulatory Commission Acquisition Regulation
Final Rule effective October 12, 1999

Subpart 2009.5 – Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that-

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

- (a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing,

implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If

no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

2052.209-71 Contractor organizational conflicts of interest (representation).

As prescribed in §2009.570-4(b) and §2009.570-8, the contracting officer must insert the following provision in applicable solicitations and in contracts resulting from unsolicited proposals. The contracting officer must also include the following in task orders and contract modifications for new work.

Contractor Organizational Conflicts of Interest Representation (Oct 1999)

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts;

(2) Disqualify the offeror; or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

(End of Provision)

§2052.209-72 Contractor organizational conflicts of interest.

As prescribed at §2009.570-5(a) and §2009.570-8, the contracting officer must insert the following clause in all applicable solicitations, contracts, and simplified acquisitions of the types described; §2009.570-4(b):

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)

SAFETY ASPECTS OF INDUSTRIAL RADIOGRAPHY
COURSE OUTLINE

- I. Radiation Fundamental Review - characteristics for radiography sources, decay calculations, inverse square principle, gamma constants for radiography sources, shielding, determination of boundaries.

Workshop problems using fundamental concepts.
- II. The Radiographic Process, Terminology, and Equipment
- III. Licensing Requirements
- IV. Radiation Safety Requirements
- V. Reporting Requirements
- VI. Training Requirements
- VII. Radiographic Operations

Hands-On Exercise: conducting a radiograph, exchanging sources, safe practices for disconnected source retrieval.
- VIII. Radiography Company
- IX. Transportation Requirements for Radiography Sources - special form limits, placarding, labeling, packaging, exclusive use shipments, shipping papers, communication, dose rate limits, surveys.
- X. Incidents, Accidents and Emergency Procedures
- XI. Inspection
- XII. NRC Regulatory Guides and Information Notices (IN) pertaining to Industrial Radiography - IN 97-86; IN 97-89; IN 97-91; IN 97-91 (Supplement 1); IN 98-01; IN 98-16; IN 99-04; IN 99-22

PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement	Performance Standard	Performance Measurement	Surveillance Method	AQL	MPP
Provide effective training on industrial radiography processes, equipment, and procedures to NRC and Agreement State inspectors.	At least 90% of the students demonstrate acceptable performance in the course exam (grade of 70% or higher).	Performance will be measured by administering a standardized written test to determine the training outcomes.	100% Inspection	10%	100%
Visual and practical understanding of industrial radiography	100% of the students shall be given the opportunity to participate in at least one hands-on activity. If a student declines to participate, the contractor shall provide a written note from the student who does not participate stating that they were given the opportunity but declined.	Performance will be measured by random review by the NRC Project Officer of the summary report provided by the contractor.	Random Sampling	0%	100%
Course relevancy	At least 80% of the students course evaluations provide an overall evaluation of "satisfactory" or better.	Performance will be measured by administering a standardized written course evaluation to the students for completion.	100% Inspection	20%	100%

QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. NRC-38-01-285

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. NRC-38-01-285. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

A. Purpose of the QASP

1. The QASP is intended to accomplish the following:
 - a. Define the roles and responsibilities of participating government officials;
 - b. Define the types of work to be performed;
 - c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
 - d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
 - e. Describe the process of performance documentation.
2. The contractor has developed a Quality Control Plan (QCP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated his employee, George Moran, to be responsible for implementation of the QCP.

B. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. Paul Knapp will serve as the NRC Project Officer and be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary." The PO will have primary responsibility for completing "Surveillance Monitoring Forms" which will be used to document the inspection and evaluation of the contractor's work performance.
2. Mona C. Selden will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the PO's assessment of the contractor's performance; and resolving all differences between the PO's version and the contractor's version.

C. Types of Work Performed

1. Training

The contractor shall instruct the Safety Aspects of Industrial Radiography Course.

2. Training Support

- a. The contractor shall provide each student with a three-ring binder containing the course material in accordance with Section B.4.5.
- b. The contractor shall develop/furnish case studies and "real life" workshop examples to supplement the course lectures in accordance with Section B.4.5.
- c. The contractor shall utilize visual aids (view graphs, slides, etc.) to assist the student's understanding of the subject matter in accordance with Section B.4.5.
- d. The contractor shall utilize learning objectives for each course lecture, and formal lesson plans for presenting the course lectures, problems, exercises and demonstrations in accordance with Section B.4.5.
- e. The contractor shall develop and provide the NRC Project Officer with at least three (3) course examinations in accordance with Section B.4.5.
- f. The contractor shall furnish personnel monitoring equipment for each student in accordance with Section B.4.5.
- g. Within 30 calendar days of completion of a course presentation, the contractor shall submit a Course Presentation Report to the NRC Project Officer in accordance with Section B.9.

D. Methods of Surveillance

1. The PO will monitor actual classroom instruction to determine if training is effective; i.e., instructor succinctly and accurately imparts information and knowledge, responds to students questions and remarks and maintains course schedule.
2. Information from course evaluations and tests will be evaluated to determine if course objectives and performance measurements have been met.

E. Quality Assurance Forms and Report-

1. The PO will use the Surveillance Monitoring Form (Attachment No. 7) to document and evaluate the contractor's performance under the contract.
2. The PO will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS).
3. The PO will substantiate all requirements which the PO judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.
4. The PO will forward copies of all completed surveillance monitoring forms to the CO and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

F. Analysis of Surveillance Results

The CO will review each monitoring form prepared by the PO. When appropriate, the CO may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the PO's opinions outlined on the forms. The CO will discuss every event receiving a substandard rating with the contractor prior to taking the reduction in price.

CONTRACT NO. NRC-38-01-285

SURVEILLANCE MONITORING FORM
 (To be Performed After the Completion of Each Course)

Instructor's Name: _____

Date of Course: _____

CONTRACT REQUIREMENT	CONTRACT PARAGRAPH #	METHOD OF SURVEILLANCE	DATE ACCOMPLISHED	COMPLIANCE
Conduct Workshop	B.4.3, B.4.4, B.4.5, B.4.6, B.4.7	100% Inspection		
Update Instructional Materials with Updates provided by the NRC PO	B.4.3, B.4.5, B.4.7, B.5, B.8	100% Inspection		