

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

SBC-01-001

2 CONTRACT NO. 3 AWARD/EFFECTIVE DATE 4 ORDER NO. MODIFICATION NO. 5 SOLICITATION NO. 6 SOLICITATION ISSUE DATE
 NRC-27-01-001 GS23F-9805H SBC-01-001 4/3/01

7 FOR SOLICITATION INFORMATION CALL: a. NAME Paulette Smith b. TELEPHONE NO. (No Collect Calls) (301) 415-6594 8 OFFER DUE DATE/LOCAL TIME 5/3/01/3:30

9 ISSUED BY U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: T-7-I-2
 Contract Management Branch 1
 Washington DC 20555

10 THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100 % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
 NAICS: 611430
 SIZE STANDARD: \$5.0M

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 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
 Office of Small Business & Civil Rights
 ATTN: Barbara Williams
 Mail Stop: TWFN-2-F-18
 Washington DC 20555

16 ADMINISTERED BY U.S. Nuclear Regulatory Commission
 Division of Contracts and
 Property Management - CMB1
 Mail Stop: T-7-I-2
 Washington DC 20555

17a CONTRACTOR/OFFEROR CODE FACILITY CODE
 Ivy Planning Group
 ATTN: Janet C. Smith, President
 15204 Omega Drive
 Suite 110
 Rockville MD 20850-4813
 TELEPHONE NO. (301) 963-1669, Ext. 13

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: "MANAGING DIVERSITY PROCESS" TYPE OF CONTRACT: FIXED PRICE, DELIVERY ORDER/REQUIREMENTS PERIOD OF PERFORMANCE: TWO (2) YEARS WITH THREE (3) ONE-YEAR OPTION PERIODS					

25 ACCOUNTING AND APPROPRIATION DATA 31X0200 BOC: 252A JOB CODE: D1367 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$32,000.00
 1-7P15-513117 OBLIGATE: \$32,000

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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 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 [Signature]
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) CAROL A. Smith, Contracting Officer
 30c. DATE SIGNED 9/28/01
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [Signature]
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary Mace, Contracting Officer
 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
 PARTIAL FINAL

36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

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

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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE - FIXED PRICE

TASK	LABOR CATEGORY	EST.NO. DAYS	RATE	TOTAL	DELIVERABLE
I. Kickoff, collection of additional information*					
II. Customization of Class (session)* (maximum: 250 per session)					
-Prep meetings with NRC Diversity Working Group	Executive Consultant	[REDACTED]	[REDACTED]	\$11,200	Draft/Final Project Plans & Lesson Plans
-Limited document review and interviews	Senior Consultant	[REDACTED]	\$ [REDACTED]	\$13,600	
-Limited customization of existing courses	Administrative Support	[REDACTED]	\$ [REDACTED]	\$ 2,400	Draft/Final Training Materials
III. Reports*	Executive Consultant	[REDACTED]	[REDACTED]	\$ 1,200	
o Monthly					
o Periodic	Senior Consultant	[REDACTED]	\$ [REDACTED]	\$ 2,040	
o Final					
IV. Other Direct Costs		[REDACTED]	[REDACTED]	\$35,000	
V. LD Travel** (see below)				\$22,275	
Deliver 25 Classes (sessions)			[REDACTED] Per Class	\$61,875	
70 Strategic Planning Meetings			[REDACTED] Per Meeting	\$86,625	
GRAND TOTAL				\$236,215	

*Funds currently obligated are to cover Line Item Nos. I - III above related to start-up tasks not to exceed the obligated amount referenced in Section B.1.1.b of the subject contract

**TRAVEL

Location	Task	Time	Cost	Travel Expenses	Total
Rockville, MD	1 class	1 day	[REDACTED]	N/A	\$2,475.00
	1 meeting	1/2 day	[REDACTED]	N/A	
King of Prussia, PA	1 class	1 day	[REDACTED]	[REDACTED]	\$2,775.00
	1 meeting	1/2 day	[REDACTED]	[REDACTED]	\$1,387.50
Atlanta, GA	1 class	1 day	[REDACTED]	[REDACTED]	\$3,225.00
	1 meeting	1/2 day	[REDACTED]	[REDACTED]	\$1,987.50
Glen Ellyn, IL	1 class	1 day	[REDACTED]	[REDACTED]	\$3,225.00
	1 meeting	1/2 day	[REDACTED]	[REDACTED]	\$1,987.50
Arlington, TX	1 class	1 day	[REDACTED]	[REDACTED]	\$3,225.00
	1 meeting	1/2 day	[REDACTED]	[REDACTED]	\$1,987.50

B.1.1 CONSIDERATION AND OBLIGATION DELIVERY ORDER (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$236,215. 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 \$32,000. Note: These funds are to cover Line Item Nos. I, II, and III from the Contractor's cost proposal that are related to start-up tasks not to exceed the current obligated amount as stated. This obligated amount may be unilaterally increased from time to time subject to availability of funds 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 work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.1.2 BACKGROUND

The NRC desires to create and maintain a work environment in which every employee can and desires to do his/her best work, thereby maximizing the potential of all employees and improving regulatory excellence. In order to accomplish this goal, we must determine our organizational culture and its "cultural roots" or those underlying assumptions for success which drive the behavior of the members of our organization. The NRC must undergo "organizational/cultural awareness and subsequent "organizational improvement/change" process. The NRC's fundamental motivation for establishing this process is to complement the Agency's goal to enhance staff/agency performance, efficiencies, and effectiveness. Therefore, the NRC is initiating a Managing Diversity (MD) process that will help NRC's executive team examine their ability to manage a diverse workforce within the scope of our mission and goals and create an environment that enhance regulatory excellence. In FY 1998, the first phase of the MD process was conducted and included awareness sessions for managers and supervisors. In FY 1999 through the first half of 2001, the second phase introduced the MD process to employees. It is important for each individual employee in NRC's headquarter and field offices to better understand the challenges of managing a diverse workforce, appreciate the benefits of multiple perspectives in support of diversity, and identify appropriate goals and objectives that link MD initiatives to individual and overall organizational success. To support this activity, NRC requires the support of qualified contractor personnel with specialized expertise to support the NRC's MD educational/awareness process, advocacy, strategic justification and planning, cultural diagnostic (audit), links to major human resource management initiatives, measurement tools, feedback process, and change management.

B.1.3 SCOPE OF WORK

The contractor shall provide qualified personnel and materials to support the NRC's MD follow-up process as ordered by NRC as stated below. It is estimated that the contractor shall conduct a total of 25 full-day sessions within NRC Headquarters and each regional office at approximately 5 sessions per year (estimate 1 session at each location per year). It is estimated that the contractor shall attend a total of 70 meetings (duration of 1-2 hours each) within NRC Headquarters and each regional office at approximately 10 meetings the first year and 15 for each succeeding year (estimate 2 meetings at each location the first year and 3 for each succeeding year). The period of performance will be two (2) years with three (3) one-year option periods. The sessions are to be designed to help all employees better understand how managing diversity will link to NRC's strategic initiatives, leadership commitment, work environment, supervision, recruitment, learning and development, mentoring and coaching, advancement, personal understanding and commitment, and external relations. The meetings will address office-specific follow-up areas related to managing a diverse workforce and may include interviews, panel discussions, unit meetings, surveys, etc. The NRC estimates that the size of each office session will not exceed 250 people. The sessions/meetings shall start approximately 30 calendar days after the award of the contract. The NRC shall provide the space for the sessions which will be held at the NRC Headquarters located in Rockville, Maryland; Region 1 - King of Prussia, PA; Region 2 - Atlanta, GA; Region 3 - Lisle, IL; and Region 4 - Arlington, TX.

B.1.4 ORDERING INFORMATION

The exact dates of sessions/meetings and location will be mutually agreed upon by the contractor and NRC Project Officer at least 60 days before each course. Confirmation of time, date, place, and cost will be by delivery order placed by the NRC Project Officer. Additional sessions or meetings may be ordered if warranted by student/office demand. Should the NRC determine no later than 30 calendar days prior to the start of a session (or meeting) that the need is insufficient to conduct the presentation, the NRC may reschedule or cancel the session by written notification to the contractor without obligation to the Government.

B.1.5 QUALIFICATIONS OF PERSONNEL

All session presenters must have extensive experience in the corporate, private, and public sectors in the conduct of presentation and implementation related to MD at all levels of an organization as described in the BACKGROUND section above. This experience shall include: (a) Identifying the nature of subtle biases, how they exist, and their impact on organizational performance; (b) Conducting MD awareness, communication, and advocacy briefings/sessions for a diverse population of executives, managers and staff in an organization on national levels; (c) Identifying and discussing practical applications of MD and links to organizational and individual performance incorporating the development of SMART (specific, measurable, attainable, reasonable, time bound) goals in support of MD on national levels; and (d) Developing organizational assessment/diagnostic instrument to obtain staff input and determine areas for improvement and enhancement. This includes use of a balance score card approach to measure performance. The contractor project manager and session presenters shall be considered key personnel under this contract and will need the NRC Project Officer approval to be replaced (reference Section C.4 - Key Personnel).

B.1.6 SESSION/MEETING

The contractor may use a variety of tools and techniques to assist offices in reaching their goal (i.e., session, interviews, surveys, group discussions, etc.) The goal of the MD session/meeting is to: (a) Identify/discuss the nature of subtle biases, and highlight where and how subtle biases impact organizational performance; (b) Convey the purpose and objective of the MD process; (c) Explain how a MD process can facilitate improved organizational performance; assist NRC's employees in defining organizational goals related to MD; and discuss links to organizational and individual success; (d) Identify SMART (specific, measurable, attainable, reasonable, time bound) goals in support of the MD process and discuss how they can be incorporated into the organizations strategic goals; and (e) Develop organizational diagnostics, as requested, to obtain staff input, determine how well MD is being managed; and identify what needs to be done. Participants backgrounds and experiences will vary and the contractor shall not assume that participant has experience in understanding and implementing a MD process.

B.1.7 GENERAL INFORMATION

Session/meeting hours start and end times are flexible but shall typically start no earlier than 8:00 am and end no later than 5:00 pm with a maximum of 8 hours of instruction time and an additional 45 to 60 minute lunch break. The participants will split into groups to work on specific case studies. Student registration and session evaluation forms shall be completed by each student. The NRC shall be responsible for preparing session announcements and session registration. At the end of each session, the contractor shall collect the student registration forms and assist the NRC Project Officer in the cleanup of the classroom, course materials, etc. The NRC reserves the right to supplement session presentations with NRC experts, if available. The Project Officer shall notify the contractor in advance of the session presentation if technical experts will be used. These experts may be used to further amplify certain topics, and/or answer questions that may arise regarding NRC policy or procedures.

B.1.8 CONTRACT MONITORING

During the life of the contract, the NRC Project Officer or another NRC representative may monitor selected sessions pursuant to the requirements of the contract to ensure that the quality of instruction and materials are adequate, up-to-date, and meet the session requirements. As a minimum, the quality of instruction shall be evaluated on the presenter'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 session objectives are met, and breaks are provided within the overall session schedule; (b) Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually; (c) Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or

in some ways, direct the course to help correct problems and improve the participants opportunity to learn; and (d) Improve materials and correct errors or other problems that may occur during a session.

B.1.9 NRC-FURNISHED MATERIALS

Within 5 working days after award of the contract, NRC shall provide the contractor with the following materials: (a) NRC Functional Organization Charts, NUREG-0325; (b) Personnel Manuals and Policy Statements related to the merit process; (c) NRC'S Affirmative Employment Plan; and (d) EEO Commission Papers (the 2 most recent papers). The contractor is responsible for providing all other equipment and materials needed for the presentation at the designated locations.

B.1.10 MEETINGS AND TRAVEL

After contract award, a meeting will be held at the NRC Headquarters with the NRC Project Officer and contractor key personnel to discuss the session outlines, lesson objectives, and material preparation (date of meeting to be determined after contract award).

B.1.11 DELIVERABLES

The contractor shall submit an outline of the session or meetings to the NRC Project Officer for review and approval 15 calendar days prior to the due date of the briefing. The contractor shall make the appropriate revisions to the outline of the session or meeting agenda as required by the Project officer and the final outline shall be submitted to the Project Officer 5 calendar days prior to the due date of the session or meeting.

B.1.12 REPORTING REQUIREMENTS

(a) Monthly Progress Report: During the period of session development or modification, the contractor shall provide a monthly progress report to the NRC Project Officer with a copy to the Contracting Officer. The report is due within fifteen (15) calendar days after the end of the report period. The report shall include the following for each delivery order: (1) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided; (2) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort, or schedule delay, the contractor shall submit a separate letter to the Project Officer and contracting officer identifying the required change and estimated cost impact; (3) A summary of progress to date, and; (4) Plans for the next reporting period; and (b) Final Report: The contractor shall provide the NRC with a final report by the end date of the contract. The report shall include, as a minimum, a summary of the work completed during the period of performance of the contract. Two (2) copies shall be sent to the Project Officer and one (1) copy to the Contract Specialist.

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 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1

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

Name: Barbara Williams

Address: U.S. Nuclear Regulatory Commission
Office of Small Businesses and Civil Rights
Mail Stop: T-2F18
Washington, DC 20555

Telephone Number: 301-415-7388

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

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

C.3 DURATION OF CONTRACT PERIOD (MAR 1987)

The ordering period for this contract shall commence on October 1, 2001, and will expire on September 30, 2003. The term of this contract may be extended at the option of the Government for 3 additional 1-year periods.

C.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

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

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

www.arnet.gov/far

C.6 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.7 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 10/1/2001 through 9/30/2003.

(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.8 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 1.00, 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 30 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 three 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.9 52.216-21 REQUIREMENTS (OCT 1995)
ALTERNATE I (APR 1984)**

(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) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(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 .

**C.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 35 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL
YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the amount currently obligated. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the amount currently obligated, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.12 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further, information concerning the addendum is provided at Attachment 2. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop: T-9-H-4, Washington, DC 20555, ATTN: ACH/ Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an application SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996

C.13 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

1. Billing Instructions for Fixed Price Contracts
2. ACH Addenda Information & Standard Form 3881

(MARCH 1996)
Page 1 of 3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. 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

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 position are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234*****Includes Interest of \$25.00 at 12% for 6 days\00019876543

where, *RMT* is ANSI Segment Identifier Code for Remittance Advice
 *** separates the data elements; multiple *** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^* terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, *CR* is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, *CT* is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, *12345* represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, *43265* represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted *YYMMDD*