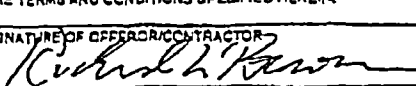
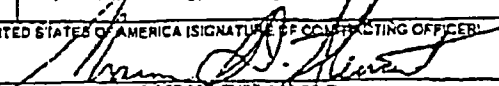


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30				1. REQUISITION NO.		DPA NO.	
2. CONTRACT NO. NRC-36-03-375		3. AWARD EFFECTIVE DATE SEP 30 2003		4. ORDER NO.		5. SOLICITATION NO. R5-HR-02-393	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Michael A. Turner		b. TELEPHONE NO. (No Collect Calls) (301) 415-6535		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Contract Management Center No. 1 Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUDZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611699 SIZE STANDARD:		11. DELIVERY FOR FCB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Nuclear Regulatory Commission Technical Training Center 5746 Marlin Road Suite 200 Chattanooga, TN 37411-5677		CODE		10. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts Contract Management Center No. 1 Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100	
17a. CONTRACTOR/OFFEROR Idaho State University College of Engineering ATTN: Jay Kunze 833 S. 8th Street Pocatello, ID 83201		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 ATTN: NRC-36-03-375 Washington DC 20555		CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B.3 FOR SCHEDULE OF PRICES/COSTS						
25. ACCOUNTING AND APPROPRIATION DATA B&B: 3-8415-107114 JOB CODE#: R8450 BOC#: 252A APPRO: 31X0200 OBLIGATION AMOUNT \$87,220.00						25. TOTAL AWARD AMOUNT (For Gov. Use Only) \$128,720.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input checked="" type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> YOUR OFFER ON SOLICITATION (BLOCK <input type="checkbox"/> 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Richard L. Bowen, President		30c. DATE SIGNED 9/30/03		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart, Contracting Officer		31c. DATE SIGNED 9/30/03	

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ADM002

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

Motorized Operated Valve Training

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

(a) Brief description of work:

The Contractor shall furnish qualified personnel, materials and services to (1) present and maintain the Motorized Valve Operator Valve Training Course inclusive of minor and major updates; (2) develop and present specialized versions of the the course, or develop new training courses dealing with the topics addressed in the course.

(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 PRICES/COSTS

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
BASE YEAR				
001	Review/Update Training Course Materials (One-time charge)			\$49,700
002	Motor Operated Valve Course Presentation (Includes Supplies)			\$33,590

The firm-fixed price of each course presentation as delineated in Section B shall include: costs for labor, travel, per diem; making minor revisions to the course and any other costs deemed necessary by the offeror for the firm fixed unit price of each course.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
003	Specialized Training Course Development and Presentation			
	Professional			
	-Education Engineer			\$ 15,000
	-Industrial Engineer			\$ 26,000

Non-Professional

-Technician/Administration

100 hrs.

\$ 45.00

\$ 4,500

Refer to Paragraph B.8 for making major revisions and Specialized Course Development and Presentation. The fixed hourly rates are established for use in negotiating major revisions to the courses and the development and presentation of specialized version of the courses identified in the Statement of Work. These changes shall be processed as a contract modification.

TOTAL ESTIMATED AMOUNT - BASE YEAR

\$128,720

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
OPTION YEAR ONE				
004	Motor Operated Valve Course Presentation (Includes Supplies)			\$37,270

The firm-fixed price of each course presentation as delineated in Section B shall include: costs for labor, travel, per diem; making minor revisions to the course and any other costs deemed necessary by the offeror for the firm fixed unit price of each course.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
005	Specialized Training Course Development and Presentation			
	Professional			
	-Education Engineer			\$ 15,570
	-Industrial Engineer			\$ 27,430
	Non-Professional			
	-Technician/Administration			\$ 4,735

Refer to Paragraph B.8 for making major revisions and Specialized Course Development and Presentation. The fixed hourly rates are established for use in negotiating major revisions to the courses and the development and presentation of specialized version of the courses identified in the Statement of Work. These changes shall be processed as a contract modification.

TOTAL ESTIMATED AMOUNT - OPTION YEAR ONE

\$ 85,055

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
OPTION YEAR TWO				
006	Motor Operated Valve Course Presentation (Includes Supplies)			\$37,034

The firm-fixed price of each course presentation as delineated in Section B shall include: costs for labor, travel, per diem; making minor revisions to the course and any other costs deemed necessary by the offeror for the firm fixed unit price of each course.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
007	Specialized Training Course Development and Presentation			
	Professional			
	-Education Engineer			\$ 16,538
	-Industrial Engineer			\$ 28,666
	Non-Professional			
	-Technician/Administration			\$ 4,972

TOTAL ESTIMATED AMOUNT - OPTION YEAR TWO \$ 87,210

Refer to Paragraph B.8 for making major revisions and Specialized Course Development and Presentation. The fixed hourly rates are established for use in negotiating major revisions to the courses and the development and presentation of specialized version of the courses identified in the Statement of Work. These changes shall be processed as a contract modification.

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
OPTION YEAR THREE				
008	Motor Operated Valve Course Presentation (Includes Supplies)			\$38,884

The firm-fixed price of each course presentation as delineated in Section B shall include: costs for labor, travel, per diem; making minor revisions to the course and any other costs deemed necessary by the offeror for the firm fixed unit price of each course.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
009	Specialized Training Course Development and Presentation			
	Professional			
	-Education Engineer			\$ 17,364
	-Industrial Engineer			\$ 30,098
	Non-Professional			
	-Technician/Administration			\$ 5,221

TOTAL ESTIMATED AMOUNT - OPTION YEAR THREE \$ 91,567

Refer to Paragraph B.8 for making major revisions and Specialized Course Development and Presentation. The fixed hourly rates are established for use in negotiating major revisions to the courses and the development and presentation of specialized version of the courses identified in the Statement of Work. These changes shall be processed as a contract modification.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
OPTION YEAR FOUR				
010	Motor Operated Valve Course Presentation (Includes Supplies)			\$40,828

The firm-fixed price of each course presentation as delineated in Section B shall include: costs for labor, travel, per diem; making minor revisions to the course and any other costs deemed necessary by the offeror for the firm fixed unit price of each course.

CLIN	Description	Estimated Quantity	Fixed Hourly Rate	Estimated Price
011	Specialized Training Course Development and Presentation			
	Professional			
	-Education Engineer			\$ 18,232
	-Industrial Engineer			\$ 31,602
	Non-Professional			
	-Technician/Administration			\$ 5,481
TOTAL ESTIMATED AMOUNT - OPTION YEAR FOUR				\$ 96,143

Refer to Paragraph B.8 for making major revisions and Specialized Course Development and Presentation. The fixed hourly rates are established for use in negotiating major revisions to the courses and the development and presentation of specialized version of the courses identified in the Statement of Work. These changes shall be processed as a contract modification.

B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$128,720.00. 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 \$87,220.00. 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.5 BACKGROUND

As part of its overall mission, the U.S. Nuclear Regulatory Commission (NRC) licenses and inspects various facilities to ensure compliance with applicable codes and standards during all phases of construction, testing and operation, in order to identify conditions which may adversely affect the health and safety of the public. In support of this mission, the NRC provides a program of training for its inspectors and other technical personnel. The NRC licenses and inspects nuclear power plants and other nuclear facilities where programs developed in response to NRC Generic Letter 89-10 "SAFETY-RELATED MOTOR-OPERATED VALVE TESTING AND SURVEILLANCE" and its supplements are used to assure compliance with NRC requirements. The NRC ensures that these activities are conducted in compliance with applicable NRC regulations and license conditions, and identifies situations that may adversely affect the health and safety of workers and the public. The NRC Technical Training Division (TTD) has been able to provide quality and timely training in reactor technology by using the expertise of the TTD staff. However, in the area of Motor Operated Valves (MOV) which is outside the bounds of reactor technology, the TTD staff does not possess the necessary technical expertise and experience to conduct an in-depth MOV training course. Consequently, the method of providing most of the training in the MOV area has been through commercial sources. Periodically, unique or one-time training needs may arise. In order to respond to these needs, the NRC requires contractor support to provide specialized technical training in the area of MOV. In some cases, these needs may necessitate training to commence with relatively short advance notice (30 to 60 days). In support of this mission, the NRC conducts special training programs for regulatory personnel responsible for the licensing and inspection of nuclear facilities in the area of MOV. This training is intended to maintain and/or augment the technical and analytical competence of these individuals to recognize unsafe practices and issues of regulatory noncompliance.

B.6 OBJECTIVE

The objective of this contract is to revise, update and present developed training for the Motor Operated Valves Course. This course shall be presented at least one time within the base period and one time during each of the four (4) additional option years. Additional sessions of the course will be held based on student demand. The current course is held twice per year. The contractor shall furnish the necessary personnel, facilities, materials and services to revise, update and present these courses and any specialized versions of these or other MOV related courses which may be deemed necessary.

B.7 COURSE DESCRIPTION:

1. General Information - The Motor Operated Valves Course shall be approximately forty (40) hours in duration (Five days at eight hours per day). A proposed course outline is provided in Attachment 2 of this solicitation. Each offeror's course outline should include as a minimum the subjects listed in Attachment 2. Changes in, additions to, or deviations from the subjects are permitted, however, the content of the final outline shall be approved by the NRC Project Officer. Course goals shall be accomplished through a combination of lectures, discussions, demonstrations, and hands on exercises in the various aspects of motor operated valve operation, maintenance and theory. In particular, the course shall include the following:

- a. Theory of operation of motor operated valves. b. Motorized Valve actuator types with emphasis on the most common used at Nuclear Power Plants.
- c. Application of various motorized valve actuator types. This shall include the principles and techniques used in selecting the appropriate actuator for the given use and the interchangeability of actuators.
- d. The theory of lubrication of motorized valve actuators. This shall include the principles and techniques used in selecting the appropriate lubricant for a given use.
- e. The theory of motorized valve actuator controls. This shall include the principles of various standard motorized valve actuator controls.
- f. The techniques of troubleshooting motor operated valves, both mechanical and electrical interfaces. This shall include valve actuator disassembly and assembly.
- g. Methods of measuring the operational performance of motor operated valves.
- h. Experience with and case histories of motor operated valve problems and failures.

The contractor shall be required to conduct exercises which shall be designed to allow each student to gain hands-on experience in disassembling and assembling of motor operated valve actuators. Exercise shall include but, not be limited to the following:

- a. Practice assembling and disassembling a Limitorque SMB Model 0, Model 00, or Model 000 or other models or manufacturers as appropriate.
- b. Practice setting limit and torque switch settings
- c. Practice troubleshooting electrical and mechanical interfaces.
- d. The following information is provided for a typical training course which might be ordered: Class size shall be limited to no more than sixteen (16) students and two (2) optional observers (the Project Officer and/or an individual designated by the Project Officer). Observers will be provided with a copy of the student training materials and the examination (but they will not be required to take the examination). Courses will typically include an examination prepared, administered and graded by the contractor. Examination guidelines are provided under the Section entitled, Course Examinations. The NRC reserves the right to supplement course presentations with NRC or other technical expert guest speakers, if warranted. A guest speaker will require approximately two (2) consecutive hours sometime during the course. The NRC Project Officer shall notify the contractor at least thirty (30) days before the start of the course if such a time block needs to be reserved for a guest speaker. If an NRC guest speaker is not provided, the contractor shall occupy the time with relevant instruction.

2. Course Scheduling - The NRC will order at least one (1) presentation of each course per year during the period of this contract. Additional courses may be ordered if warranted by student demand. Exact course dates will be arranged with the contractor at least forty five (45) days before each course. Courses will be formally scheduled via a delivery order using a Delivery Order Form (See Attachment 3). Should the NRC determine, no later than thirty (30) days prior to the start of a course, that there is insufficient need to conduct the training, the NRC may reschedule or cancel the course without obligation to the government. Each day of training will consist of approximately seven hours and will begin at 8:00 a.m. Each training hour will typically consist of 50 minutes of presentation and a 10 minute break.

3. Attendance - The NRC Project Officer will coordinate student attendance. The NRC Project Officer will provide the contractor with a copy of the proposed attendance roster to the contractor at least fifteen (15) work days prior to the start of the course, although revised rosters may be provided up to the start date of the course. Sometime during the morning of the first day of class, the contractor shall compare the names of the students attending the course with those on the most current attendance roster. The contractor shall contact the NRC Project Officer immediately if there are any discrepancies. Student background and experience will vary. The contractor should not assume any experience in Motor Operated Valves.

B.8 CONTRACTOR FURNISHED ITEMS:

The contractor shall provide the following:

1. Training materials for student use during each course. At the beginning of each course, each student shall be provided with a copy of:
 - a. Student Course Manual.
 - b. Applicable NRC Regulatory Guides, Information Notices and Bulletins.
 - c. Applicable NUREGs.
 - d. Relevant view graphs used during course presentations and not already provided in the student manual.
 - e. All handouts. Handouts (i.e., material not included in the student manual) shall be kept to a minimum and shall represent material that could not realistically have been incorporated into the student text prior to the start of the course.
 - f. All written materials in appropriately sized three-ring binders. Approximately eighteen (18) sets of student materials will be required for each course (sixteen (16) for students and two (2) for observers). The contractor shall develop and furnish case studies and "real life" examples to supplement course lectures. Overnight assignments will typically not be given to the students.

2. Course Materials - Student Manual

- a. The contractor shall provide a student manual for use during the presentation of the course material. The student manual shall include printed copies of view graphs, slides and other visual aids required to present the course. The Student Manual shall be placed in a format consistent with the NRC Technical Training Center Style Guide or other Project Officer approved format.
- b. Lesson objectives shall be included at the beginning of each section or chapter.
- c. The student manual shall also include a Table of Contents, a glossary of common terms and copies of relevant reference material. Short references (approximately six pages or less) shall be included in the manual while lengthy references shall be listed in a bibliography which provides the student with sufficient information to determine what issues the reference covers and where a copy may be obtained. The contractor shall provide a draft copy of the student manual to the NRC Project Officer for review and approval. The contractor shall revise the draft student manual incorporating the NRC's comments. The contractor shall provide the final student manual to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one copy to the NRC Project Officer, including computer discs containing the textual materials in WordPerfect 8.0 format or the NRC current word processor software standard.

3. Instructor's Manual - The contractor shall provide an instructor's manual to supplement the student manual and support presentation of the course. The instructor's manual shall include, as a minimum:

- a. Detailed Course Outline.
- b. Clearly defined learning objectives for each topic.
- c. Copies or detailed description of each visual aid.
- d. Detailed lesson plans indicating the manner in which the student material will be presented by the instructor, including appropriate references to which visual aids and other materials are required during the presentation, and indicate when it is to be used during the presentation.
- e. Detailed references to course references, codes, and standards.
- f. The instructor's manual shall be in sufficient detail such that a qualified individual who has not previously conducted the course could be expected to present the material in an organized fashion. The contractor shall provide a draft copy of the instructor's manual to the NRC Project Officer for review and approval. The contractor shall revise the draft instructor's manual incorporating the NRC's comments. The contractor shall provide the final instructor's manual to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one copy to the NRC Project Officer, including computer discs containing the textual materials in WordPerfect 8.0 format or the NRC current word processor software standard.

4. Transportation - The contractor shall furnish transportation for all students between the training site and any remote exercise or tour location. If the contractor will present the training in a hotel/motel, the contractor shall be responsible for arranging for a block of rooms to be set aside at that hotel/motel to accommodate the students. The rooms should be held until approximately two (2) weeks prior to the course start date, at which time they may be released. The room rate (excluding any taxes) must be within applicable Federal Per Diem limits for the locality. Students will be offered the opportunity, but will not be required to stay, at that location.

5. The contractor shall provide to the NRC Project Officer in electronic form and also in hard copy, a map of the course locality. This map shall clearly show the training facility, nearby lodging facilities and dining establishments and provide the addresses and telephone numbers for the same. The contractor shall also provide directions to the contractor's training facility from airport(s) in the vicinity.

6. The contractor shall package and mail via USPS or UPS, whichever is less costly, the student manuals and other material distributed during the course to each student's work or home address, as requested by the student, at the conclusion of the course. The contractor shall deliver to the NRC Project Officer the post course materials (exams, student information sheets, evaluation forms and course report) at the conclusion of the course.

7. Equipment and Facilities - The contractor shall provide facilities sufficient to demonstrate state of the art and current

industry common equipment and techniques in support of those courses identified in this SOW. The facilities shall be large enough to accommodate an entire class of sixteen students and two observers and to allow students hands on training with the actual equipment. Equipment utilized is expected to be functional, industry related equipment. The use of a minimal number of mockups or other training aids is acceptable as long as their use supports the operation of actual equipment. The use of computer generated or overhead projector based training in lieu of the use of actual equipment is not desirable.

8. Visual Aids - The Contractor shall develop or provide visual aids to assist students in understanding the course material. The contractor shall use these visual aids to supplement the presentation of the course material. Any visual aid which the contractor deems necessary for the presentation of this course must be provided to the NRC Project Officer as an integral part of the training package. A hard copy of each visual aid used during the course should be included in the student manual as a figure plate at the end of the applicable chapter. The contractor shall provide a draft copy of the visual aids to the NRC Project Officer for review and approval. The contractor shall revise the draft visual aids incorporating the NRC's comments. The contractor shall provide the final visual aids to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one copy to the NRC Project Officer. All visual aids purchased or created by the contractor or obtained from the NRC for use in the presentation of this course becomes the property of the NRC upon completion of this contract.

9. Course Evaluations - At the end of each course, the contractor shall provide students with a course evaluation form to complete. The Course Evaluation will be used to determine the quality of instruction and to determine if course materials used are adequate, current, the facilities were satisfactory, and if the course met NRC's training requirements. The Course Evaluations shall be collected by one of the class participants, placed in a sealed envelope and returned to the NRC Project Officer for evaluation.

B.9 TECHNICAL QUALIFICATION REQUIREMENTS:

The courses shall be conducted by a contractor with broad experience in the field of Motor Operated Valve Actuators or experience in support of these activities from a professional, technical, safety and regulatory standpoint. The contractor shall propose at least two (one primary and one back-up) instructors to present each course. These individuals will be considered key personnel under the contract. Substitution or replacement of key personnel shall require the approval of the NRC Project Officer. For each proposed instructor, a r, sum, shall be submitted to the NRC Project Officer for approval. R, sum, s shall also be provided for those individuals preparing the student and instructor manuals, if different from the instructors. Course instructors must have both academic and practical expertise in the areas being taught (i.e., knowledge, understanding and experience), as well as in related Motor Operated Valves. Proposed course instructors must have related training experience (i.e., ability to teach technical material to large groups of professional adults).

B.10 COURSE EXAMINATIONS

1. Knowledge and proficiency testing shall be a required element of evaluating the student's progress in the training course in which they are being instructed. Testing shall be administered by the Contractor to verify that they have attained the proper level of understanding of the course material, to determine the student's progress in training, to identify areas of weakness where supplemental or remedial training may be needed, and to quantify the student's current level of knowledge and proficiency.

2. All testing shall be performed using standardized objective tests (i.e., true, false or multiple choice, short answer or calculation format) which have been approved in advance by the NRC Project Officer. All tests shall assess the students knowledge of the MOV process and shall be designed to determine if the learning objectives have been met. The Contractor shall allow no more than 2 hours for each test to be completed by the students.

3. The Contractor shall develop draft tests which address the principals, policies and procedures covered in the course material. Typically, for each week of training, the examination shall consist of at least twenty five (25) questions. At least fifteen (15) shall be in true, false or multiple choice format and ten (10) shall be short answer, calculation format. The examinations, and an answer key will be submitted to the NRC Project Officer prior to their use. The Contractor shall provide the draft tests to the NRC Project Officer for review and comment within 30 days prior to administering the examination. The NRC Project Officer will review and provide comments to the Contractor within 7 days of receipt. The contractor shall revise the draft tests incorporating the Project Officer's comments and provide the final test to the Project Officer within 14 days of receipt of comments.

4. The contractor shall administer, proctor and grade the examinations and provide test performance statistical data to the NRC Project Officer as part of the course report. The contractor shall record testing results, analyze results and prepare a report which shall document the results of the analysis and the student's progress.

5. While taking the examination, students are permitted to request clarification of questions or potential answers. The contractor shall be sufficiently knowledgeable of the examination contents to be able to provide clarification when appropriate. However, the clarification must not indicate which responses are correct or incorrect.

6. The contractor may be requested to administer and grade re-examinations as required for students who do not achieve a sufficient understanding of course material (70% or higher) or equivalency examinations for students who have been approved to attempt validation of the MOV course. The NRC Project Officer will coordinate administering and grading re-examinations and equivalency examinations with the contractor. In the case of equivalency examinations these examinations will be administered at the same time as a normally scheduled class session examination is being administered. For re-examinations it will be attempted to administer the re-examination during the scheduled examination time during the next regularly scheduled session of the course where practical. In the event that only one session is held during a given FY a re-examination will be administered at a mutually convenient time agreed on by both the contractor and the NRC Project Officer. The Contractor shall update tests to reflect significant changes that have been made to the course materials.

B.11 COURSE MATERIAL REVIEW AND UPDATE:

1. The contractor shall review and update the course material, the Student and Instructor manuals and any reference material to the current industry standards to support the MOV Course. The course material was last reviewed and updated in May 1997. The course material shall be reviewed and updated to the current year 2003 industry standards for MOV's and it is intended to utilize the course material for the remainder of the contract period. In the even of new regulatory requirements or significant changes to industry standards the course material will be updated via a Modification to the contract. The Modification to the contract will be via a Statement of Work which will establish what work is to be performed and a deliverables schedule for the work to be accomplished. All manuals, both instructor and student shall be prepared in WordPerfect 8.0, the current NRC word processing software program. As newer word processing software packages are selected as the NRC standard word processor all manuals will be made to be useable with the later word processing software. The contractor shall base the estimated level of effort necessary to review and update the above subject courses based on the date of the last review and update.

2. When required, the contractor will be expected to deliver all course materials for a specific course to the designated NRC training site at least one week prior to the start of each training session. The contractor shall arrive at the training facility in sufficient time prior to the beginning of the first day's session to set up the training room, arrange the furniture as necessary, and lay out student materials.

B.12 OPTIONAL REQUIREMENTS:

It is expected that the contractor shall maintain the training materials in an up-to-date fashion by incorporating minor changes, as needed, throughout the period of performance of this contract. Examples of such modifications may include changes and/or updates to materials as a result of changes in regulations, agency policy, and new or revised MOV techniques. Minor additions or deletions may also be required to reflect student course evaluation feedback, etc. If such necessary changes are not initiated by the contractor, the NRC Project Officer may request that the contractor incorporate them. Any major changes to the course presentation or materials will be accomplished via a modification to the contract with appropriate cost estimates solicited. The NRC reserves the right to negotiate a fixed price modification to the contract, in accordance with the changes clause, for additional courses identified after the award of the contract. Any such additional courses shall be within the scope of the contract and shall be completed during the term of the contract. The NRC may require the contractor to develop or present specialized versions of the above-discussed courses, develop modified versions of these courses for specialized audiences to emphasize specialized aspects of these subjects, or develop new training courses dealing with the topics addressed by those courses. Such modified or new courses would be either equal to or shorter in length than the original courses. The NRC would provide the contractor with the background material necessary to support the modified courses. A specific contract modification establishing the scope of work, milestones, and soliciting costs would be issued.

B.13 GOVERNMENT FURNISHED MATERIALS:

Upon request, the NRC will furnish the contractor with at least one copy of applicable NRC documents deemed necessary to support course development and presentation, such as Regulatory Guides, Information Notices, Bulletins and NUREGs, and current version of the student and instructor's manuals. If these documents are available on the NRC website, the contractor may be provided with the URL and directed to download the appropriate information. The NRC will also furnish one copy of a student information sheet and a course evaluation form. The student information sheet and

course evaluation forms shall be included in the Student manual.

B.14 CONTRACT MONITORING:

During the life of this contract, the NRC Project Officer or another designated NRC representative may monitor selected courses, pursuant to the requirements of the contract, to ensure that the quality of instruction and course materials are adequate, current, and meet the course requirements. As a minimum, the quality of the instruction will be evaluated on the instructor's ability to:

- a. Maintain control of the course pace so that course objectives are met, the presentation of information and exercises remain organized and timely, key points are emphasized, and breaks are appropriately scheduled.
- b. Tactfully control distractions, such as student questions that are not immediately relevant to the current discussion, and are of minimal interest to the class as a whole. The instructor shall defer such questions to a subsequent relevant lecture, or attempt to answer individually, outside of class time.
- c. Assess the effectiveness of instruction and the level of student comprehension throughout the courses. The instructor shall reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems, and improve the participants opportunity to learn.
- d. Improve materials, correct errors, and resolve other problems that may occur during the courses.
- e. Limit any instructor comments on NRC regulations and procedures to factual statements supported by documentation or observations. Personal opinions about the usefulness of NRC regulations shall not be expressed during classroom time. Such opinions may, however, be expressed during informal discussions with students between lectures.

B.15 MILESTONES/DELIVERABLES/REPORTING:

1. Within 45 calendar days of contract award, the contractor shall provide draft outlines for the Motor Operated Valve Course instructor and student manuals to the NRC Project Officer for review and approval. Within 60 calendar days of contract award, the NRC Project Officer will provide his written comments on the draft outlines for the Motor Operated Valves Course instructor and student manuals to the contractor. The contractor shall provide the following to the NRC Project Officer within 30 days after acceptance of the updated materials specified above. Three (3) copies of final course materials including: a. Student Manual. b. Instructor's Manual. c. Visual Aids (slides, view graphs, videos, or other). The contractor shall provide computer diskettes or CD-ROM copy of all materials specified above (in WordPerfect 8.0 for PC the current NRC standard word processing software) shall be forwarded to the NRC Project Officer. Computer generated visual aids (such as view graphs), shall also be provided to the NRC Project Officer on computer disks or CD-ROM. NOTE: All material developed for the courses described herein shall be property of the NRC at the completion of the period of performance.
2. Within 30 days prior to the start of each course, the contractor shall provide one (1) copy of the following material to the NRC Project Officer: a. Course Schedule. b. Texts and handouts to be provided to the students (if different from those provided in previous courses). c. Course examination and answer key to be used for that course session. d. Problem sets, study questions, and answers if used.
3. Course Presentation Reports - Within 30 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. Cover letter report discussing course accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student feedback provided in the student course evaluations.
 - b. Examination booklets (originals), graded answer sheets (originals), a list of student grades, and the average class grade and standard deviation.
 - c. Student evaluations (original plus one copy) and a summary of student comments. Final Report - The contractor shall prepare a final report in accordance with NRC Manual Chapter 3202. The contractor shall provide one (1) copy to the NRC Project Officer and two (2) copies to the NRC Contract Specialist. The report shall contain as a minimum: 1. A technical report of the work completed. 2. Any problems or delays encountered and their solutions. 3. Recommendations for improvements. Submission of the final report and transfer of all government furnished materials, and all contractor developed materials, shall be accomplished within 30 days after contract completion.

B.16 TECHNICAL PROGRESS REPORT:

During a period when course development or modification is underway, the Contractor shall provide a monthly progress report to the NRC Project Officer with a copy to the Contracting Officer. The reports is due within 15 calendar days after the end of the reporting period and shall identify the title of the project, the contract number, project manager and/or principle investigator, and the period covered by the report. Each report shall include the following:

- a. A listing of the efforts completed during the period;
- b. 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 (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required changes and the cost impact).
- c. A summary of progress to date, and
- d. Plans for the next reporting period

B.17 FINAL REPORT:

The Contractor shall prepare a final report by the end date of the contact. The Contractor shall provide one copy to the NRC Project Officer and one copy to the Contracting Officer. The report shall contain the following:

- a. A technical report of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvements.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

C.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on the date of award and will expire one year thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

C.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 Copy copies)

U.S. Nuclear Regulatory Commission, TTC 5746 Marlin Road, Suite 200 Chattanooga, TN 37411-5677
(PROJ-OFFICER-ADD1) (PROJ-OFFICER-ADD2) (PROJ-OFFICER-ADD3) (PROJ-OFFICER-ADD4)

(b) Contracting Officer (1 copy)

C.4 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:	Stephen Koscielny
Address:	U.S. Nuclear Regulatory Commission Technical Training Center 5746 Marlin Road, Suite 200 Chattanooga, TN 37411-5677
Telephone Number:	(423) 855-6642

(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.5 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.6 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

52.232-34; Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payment. 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 OMB prompt payment regulations at 5 CFR part 1315. 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 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.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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: [Contracting Officer check as appropriate.]

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

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

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

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

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

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

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

☒ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☒ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

☒ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I (MAY 2002) of 52.225-3.

☐ (iii) Alternate II (MAY 2002) of 52.225-3.

☐ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☒ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999)

(31 U.S.C.-3332).

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

☐ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 1984) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (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 PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.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 through .

(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 , 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 ;

(2) Any order for a combination of items in excess of ;

(3) A series of orders from the same ordering office within 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 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 .

C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 .

C.12 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.

C.13 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

(e) Access to and use of information.

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

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

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

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

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

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

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

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

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

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

LIST OF ATTACHMENTS

Attachment No. 1 - Billing Instructions

Attachment No. 2 - MOV Course Outline

Attachment No. 3 - Delivery Order Form

Attachment No. 4 - SF3881 - ACH Vendor/Miscellaneous Payment Enrollment Form