

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 11-24-2003	2. CONTRACT NO. (If any)	6. SHIP TO:	
3. ORDER NO. DR-38-04-372	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. HR-04-372	
5. ISSUING OFFICE (Address correspondence to): U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 11545 Rockville Pike Rockville MD 20852		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
		b. STREET ADDRESS per SOW	
		c. CITY	d. STATE e. ZIP CODE

7. TO	f. SHIP VIA
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a. NAME OF CONTRACTOR Reedy Engineering, Inc.	8. TYPE OF ORDER
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b. COMPANY NAME Reedy Engineering, Inc. DUNS# 129788378	<input checked="" type="checkbox"/> a. PURCHASE ORDER	<input type="checkbox"/> b. DELIVERY/TASK ORDER
c. STREET ADDRESS 3425 S. Bascom Ave., Ste. E	Reference your quote 9/26/03 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY Campbell	e. STATE CA	f. ZIP CODE 95008-7300

Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA 31X0200 4815103114 R8452 252A \$20,500	\$20,500.00	10. REQUISITIONING OFFICE NRC Technical Training Center
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE as ordered by PO	16. DISCOUNT TERMS 2% 10, 1% 20 net 30
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	

a. INSPECTION dest	b. ACCEPTANCE dest	Stephen M. Pool 301-415-8168
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17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Development of ASME B&PV Course - per attached SOW Firm Fixed Price includes all costs.	1	job	10,000.00	\$10,000.00	
0002	FY 2004 presentation of the ASME course per attached SOW Firm fixed price includes all costs less travel.	1	course	8,000.00	\$8,000.00	
0003	Estimate of \$2500 for travel for CLIN 2 above. Travel will be in accordance with NRCAR 2052.215-78.	1	estimate	2,500.00	\$2,500.00	

NRC Project Officer: Steve Koscielny
Phone : 423-855-6642

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$20,500.00	SUBTOTAL
21. MAIL INVOICE TO:				
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4				17(h) TOTAL (Cont. pages)
b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)				17(i) GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	\$20,500.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Stephen M. Pool TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

ADM002 OPTIONAL FORM 347 (6/95)

ARTICLE I - STATEMENT OF WORK

A. Background

The Nuclear Regulatory Commission is responsible for inspecting the facilities of licensees who generate electrical power from pressurized water reactors and boiling water reactors to determine whether operations are conducted in compliance with Federal regulations and license conditions and to identify conditions which might adversely affect the health and safety of the public or the environment. In-service Inspection per the American Society of Mechanical Engineers Boiler and Pressure Vessel Code Section XI is mandated by the Code of Federal Regulations. NRC inspectors and technical staff review information and inspect licensee facilities and necessitates a keen knowledge of the material.

B. Objective

The purpose of this procurement is to obtain a course in In-service Inspection per the American Society of Mechanical Engineers Boiler and Pressure Vessel Code Section XI for NRC Regional Reactor Inspectors and NRC Headquarters technical staff in accordance with the attached outline. This course will be presented once in Fiscal Year 04. It is estimated that 20 NRC personnel total would attend the course. The course will provide NRC inspectors with an understanding of the In-service Inspection program per the American Society of Mechanical Engineers Boiler and Pressure Vessel Code Section XI used in the nuclear power industry to monitor primary plant structural integrity, an important parameter for the safe operation of nuclear facilities .

C. Scope of Work

The contractor shall furnish the necessary qualified personnel, facilities, materials and services to develop and present a training course in accordance with the attached outline of approximately 36 to 40 hours duration.

1. Course Development and Presentation

- a. The course objectives shall be accomplished through a combination of lectures, discussions, demonstrations of equipment and exercises providing hands-on experience in the In-service Inspection per the American Society of Mechanical Engineers Boiler and Pressure Vessel Code Section XI for various nuclear reactor plant systems.
- b. The contractor shall develop a detailed outline and schedule of the subjects to be covered. The content of the final outline shall be approved by the NRC Project Officer.
- c. The contractor shall use formal lesson plans for presenting the lectures and demonstrations. The contractor shall clearly define and develop learning objectives for each topic.
- d. The contractor shall provide each student with a 3-ring binder (or similar type binder) containing text and handout materials. The contractor shall provide for each student, a copy of all view graphs and other important visual aids used

during the presentation of the course.

2. Technical Qualification Requirements

The instructor(s) should be an individual qualified to certify ISI programs established per ASME B&PV Code Section XI by virtue of a PE license in mechanical engineering or equivalent experience.

3. General Information and Requirements

- a. The number of students in each course shall be approximately twenty (20) with one (1) additional observer designated by the NRC Project Officer. If warranted, the Project Officer may convert the observer slot to a student slot by notifying the contractor.
- b. The NRC will notify the contractor no later than thirty (30) days prior to the time a course is scheduled to begin if rescheduling is necessary due to insufficient student enrollment.
- e. Within least sixty (60) days of award of the contract the contractor shall provide to the NRC Project Officer one copy of each of the following:
 - (1) Draft Course outline and schedule
 - (2) Draft Text and handouts to be issued to students and Instructor's Manual

The NRC Project Officer, Steve Koscielny, (423-855-6642) will review the material and provide their approval or disapproval within fourteen (14) days after receipt from the contractor. If the material is determined to be unacceptable by the NRC Project Officer, the contractor shall correct any deficiencies and resubmit the material for approval. NRC approval of the material will be required at least thirty (30) days prior to the start of the course.

It is anticipated that the course material once finalized will remain stable during the period of performance of this contract.

The course

4. Reporting Requirements

The contractor shall submit a letter report summarizing the course activities at the completion of each course.

The report shall include as a minimum:

- a. Original and summary of student critiques
- b. Contractor's recommendation for course improvement

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance described in Article I will commence as of the effective date of this contract and will expire September 30, 2004. The NRC Project Office and the contractor will mutually agree to the actual date the course will be conducted.

ARTICLE III - DELIVERABLE ITEMS/DELIVERY SCHEDULE

ITEM	DESCRIPTION	QUANTITY	SCHEDULE
1	Draft course outline, schedule and learning objectives	1 Copy	Within 60 days after contract award
2	Draft student materials, handouts	1 Copy	Within 60 days after contract award
3	Final course outline, schedule, student materials, handouts	As specified for the number of students registered to attend the course.	30 days prior to the start of the course. Delivered to the course session location.
4	Report specified in Article I, Part C.4	1 Copy	30 days after completion of the course

ARTICLE IV - PLACE OF PERFORMANCE AND PLACE OF DELIVERY

All work to be performed herein shall be accomplished at the contractor's facility and course will be presented at NRC Headquarters, Rockville, MD, NRC Region I, King of Prussia, PA, NRC Region II, Atlanta, GA, NRC Region III, Lisle, IL or NRC Region IV, Arlington, TX.

Attachment 1: ASME Boiler and Pressure Vessel Code Section XI In-service Inspection Course Outline

History and philosophy of ASME Code and the In-service Inspection program contained in Section XI ,
Inservice Inspection requirements for Class 1, 2, and 3 systems, components, and supports,
Quality Assurance Programs as specified by the ASME Code and the Code of Federal Regulations,
Nondestructive examination,
Inspection plans, schedules and expanded inspection requirements as required when unacceptable conditions or defects are detected,
Application of ASME Code Cases,
Acceptance criteria and corrective measures,
Evaluation of plant operating events not specifically included in Design Specifications (nonanticipated events, such as water hammer, overpressurization, or new loads),
Applicability of Section XI to repair, replacement, modification, and maintenance activities,

Preparation and content of Repair/Replacement Programs and Plans,
Application of Section XI, Construction Code and Code Cases to repair, replacement, and modification activities,
Application of B31.1 and Section II, III, and VIII rules to Section XI repair, replacement, and modification, including quality assurance, materials, design, welding, heat treatment, examination, and pressure testing requirements,
Design Specifications and Design Reports
Procurement of replacements; reconciliation of later Editions and Addenda of the Construction Code,
Defect removal, welding, and repair processes,
Weld overlays and alternative configurations,
Installation, examination, and pressure testing,
Leakage evaluation and acceptance criteria,
Documentation and records required by ASME Section IX,
Impact of Section XI Code Interpretations regarding repair, replacement, and modification
Relationship of 10CFR, NRC Bulletins, and NRC Generic Letters to repair, replacement, and modification of Nuclear Components covered under ASME Section IX.

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-7	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct. 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 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) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 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) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241).

(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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 period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

**A.3 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(JUNE 2003)
ALTERNATE I (OCT 1995)**

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

A.4 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.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:

Richard Swayne

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.

A.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

This clause applies to CLIN 0003 only.

- (a) Total expenditure for travel may not exceed \$2500 without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46. (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

A.7 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. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services,