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|-----------------------|---------------------------------------------------------|---------------|---------------|
| AWARD/CONTRACT | 1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) | RATING N/A | PAGE OF PAGES |
|-----------------------|---------------------------------------------------------|---------------|---------------|

| | | |
|-------------------------------------------------------|--------------------------------|---------------------------------------------|
| 2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-04-377 | 3. EFFECTIVE DATE 10/1/2004 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. |
|-------------------------------------------------------|--------------------------------|---------------------------------------------|

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 5. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts, ATTN: Debbie Neff Two White Flint North - MS T-7-I-2 Washington, DC 20555 | CODE 3100 | 6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div of Contracts, Attn: Debbie Neff Two White Flint North - MS T-7-I-2 Washington, DC 20555 | CODE 3100 |
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| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CONGER & ELSEA, INC. 9870 HWY. 92, STE. 300 WOODSTOCK GA 301886416 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
| | 9. DISCOUNT FOR PROMPT PAYMENT |
| | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: |

| | | | |
|---------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555 | CODE | 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-38-04-377 Washington DC 20555 | CODE |
|---------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------|

| | |
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| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | 14. ACCOUNTING AND APPROPRIATION DATA APPN: 31X0200 BOC: 252A B&R: 4-8415-103114 JOB CODE: R8443 Obligated Amt.: \$140,000 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------------------------|-------------------------|---------------|-----------|-----------------|--------------|
| | See Schedule, Section B | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$594,992.00 |

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|----------------------------------------------------------|------|------------------------------------------------------------------|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| | A | SOLICITATION/CONTRACT FORM | | | I | CONTRACT CLAUSES | |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
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| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 19A. NAME AND TITLE OF SIGNER (Type or print) Dorian S. Conger General Manager | 20A. NAME OF CONTRACTING OFFICER Stephen Pool, Contracting Officer |
| 19B. NAME OF CONTRACTOR BY <i>[Signature]</i> | 20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> |
| 19C. DATE SIGNED 9/30/04 | 20C. DATE SIGNED 9/30/04 |

TEMPLATE - ADM002 SISP Review Complete ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

| ITEM NO. | DESCRIPTION | QTY | FIXED UNIT PRICE | AMOUNT |
|---------------|-----------------------------------------------------------------------------------|-----|------------------|-----------|
| BASE YEAR | | | | |
| 01 | Develop Course (G-600) | | | \$40,000 |
| 02 | Present Course (G-600) | | | \$57,450 |
| 03 | Additional students over 25 for course (G-600) | | | \$10,560 |
| 04 | Estimated Travel costs for item 02 | NTE | | \$8,990 |
| 05 | Develop Course (G-205) | | | \$25,600 |
| 06 | Present Course (G-205) | | | \$179,696 |
| 07 | Additional students over 15 for course (G-205) | | | \$95,040 |
| 08 | Estimated Travel costs for item 06 | | | \$22,720 |
| 09 | Develop Course (G-207) | | | \$10,000 |
| 010 | Present Course (G-207) | | | \$70,416 |
| 011 | Additional students over 15 for course (G-207) | | | \$38,160 |
| 012 | Estimated Travel costs for item 010 | NTE | \$1,420 | \$11,360 |
| 013 | Ordering Ceiling for Additional Courses via Negotiated Task Orders - Section C | | | \$25,000 |
| OPTION YEAR 1 | | | | |
| 014 | Present Course (G-600) | | | \$57,450 |
| 015 | Additional students over 25 for course (G-600) | | | \$10,560 |
| 016 | Estimated Travel costs for item 014 | NTE | \$8,990 | \$8,990 |

| | | | | | |
|-----|--------------------------------------------------------------------------------|------------|-----|------------|-----------|
| 017 | Present Course (G-205) | [REDACTED] | JOB | [REDACTED] | \$179,969 |
| 018 | Additional students over 15 for course (G-205) | [REDACTED] | EA | [REDACTED] | \$95,040 |
| 019 | Estimated Travel costs for item 017 | NTE | | [REDACTED] | \$22,720 |
| 020 | Present Course (G-207) | [REDACTED] | EA | [REDACTED] | \$70,416 |
| 021 | Additional students over 15 for course (G-207) | [REDACTED] | EA | [REDACTED] | \$38,160 |
| 022 | Estimated Travel costs for item 020 | NTE | | [REDACTED] | \$11,360 |
| 023 | Ordering Ceiling for Additional Courses via Negotiated Task Orders - Section C | | | | \$25,000 |

OPTION YEAR 2

| | | | | | |
|-----|--------------------------------------------------------------------------------|------------|-----|------------|-----------|
| 024 | Present Course (G-600) | [REDACTED] | EA | [REDACTED] | \$63,195 |
| 025 | Additional students over 25 for course (G-600) | [REDACTED] | EA | [REDACTED] | \$11,615 |
| 026 | Estimated Travel costs for item 024 | NTE | | [REDACTED] | \$9,889 |
| 027 | Present Course (G-205) | [REDACTED] | JOB | [REDACTED] | \$197,665 |
| 028 | Additional students over 15 for course (G-205) | [REDACTED] | EA | [REDACTED] | \$104,480 |
| 029 | Estimated Travel costs for item 027 | NTE | | [REDACTED] | \$24,992 |
| 030 | Present Course (G-207) | [REDACTED] | EA | [REDACTED] | \$77,457 |
| 031 | Additional students over 15 for course (G-207) | [REDACTED] | EA | [REDACTED] | \$42,000 |
| 032 | Estimated Travel costs for item 030 | NTE | | [REDACTED] | \$12,496 |
| 033 | Ordering Ceiling for Additional Courses via Negotiated Task Orders - Section C | | | | \$25,000 |

OPTION YEAR 3

| | | | | | |
|-----|------------------------------------------------|------------|----|------------|----------|
| 034 | Present Course (G-600) | [REDACTED] | EA | [REDACTED] | \$63,195 |
| 035 | Additional students over 25 for course (G-600) | [REDACTED] | EA | [REDACTED] | \$11,615 |
| 036 | Estimated Travel costs for item 034 | NTE | | [REDACTED] | \$9,889 |

| | | | |
|-----|--------------------------------------------------------------------------------|----------------|-----------|
| 037 | Present Course (G-205) | [REDACTED] | \$197,665 |
| 038 | Additional students over 15 for course (G-205) | [REDACTED] | \$104,480 |
| 039 | Estimated Travel costs for item 037 | NTE [REDACTED] | \$24,992 |
| 040 | Present Course (G-207) | [REDACTED] | \$77,457 |
| 041 | Additional students over 15 for course (G-207) | [REDACTED] | \$42,000 |
| 042 | Estimated Travel costs for item 040 | NTE [REDACTED] | \$12,496 |
| 043 | Ordering Ceiling for Additional Courses via Negotiated Task Orders - Section C | | \$25,000 |

OPTION YEAR 4

| | | | |
|-----|--------------------------------------------------------------------------------|----------------|-----------|
| 044 | Present Course (G-600) | [REDACTED] | \$63,195 |
| 045 | Additional students over 25 for course (G-600) | [REDACTED] | \$11,615 |
| 046 | Estimated Travel costs for item 044 | NTE [REDACTED] | \$9,889 |
| 047 | Present Course (G-205) | [REDACTED] | \$197,665 |
| 048 | Additional students over 15 for course (G-205) | [REDACTED] | \$104,480 |
| 049 | Estimated Travel costs for item 047 | NTE [REDACTED] | \$24,992 |
| 050 | Present Course (G-207) | [REDACTED] | \$77,457 |
| 051 | Additional students over 15 for course (G-207) | [REDACTED] | \$42,000 |
| 052 | Estimated Travel costs for item 050 | NTE [REDACTED] | \$12,496 |
| 053 | Ordering Ceiling for Additional Courses via Negotiated Task Orders - Section C | | \$25,000 |

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

This clause applies to items 02, 04, 06, 08, 010, 012, 014, 016, 017, 019, 020, 022, 024, 026, 027, 029, 030, 032, 034, 036, 037, 039, 040, 042, 044, 046, 047, 049, 050, & 052.

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the base year is \$594,992. 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 \$140,000. 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.

(c) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the option year 1 is \$519,392. 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.

(d) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the option year 2 is \$568,789. 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.

(e) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the option year 3 is \$568,789. 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.

(f) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the option year 4 is \$568,789. 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.3 PROJECT TITLE

The title of this project is as follows:

Root Cause/Incident Investigation Team Training

B.4 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The primary objective of this contract is to provide, as needed, current, state-of-the-art training using proven methods to ensure that NRC staff possess the knowledge to effectively conduct team incident accident/investigation, perform root cause investigations including human performance issues, and perform evaluations of the root cause(s) of deficiencies identified in materials inspection and licensing programs by the IMPEP process. The secondary objective is to provide refresher training in various areas.

(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.5 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

This clause applies to items 013, 023, 033, 043 & 053 when task order are negotiated and issued by the Contracting Officer pursuant to Section G.3.

(a) The total estimated amount of this contract (ceiling) for products/services ordered, delivered, and accepted under this contract for the base year is \$25,000. 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 Contracting Officer will obligate funds on each task order issued.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

(d) The total estimated amount of this contract (ceiling) for products/services ordered, delivered, and accepted under this contract for the option year 1 is \$25,000. 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.

(e) The total estimated amount of this contract (ceiling) for products/services ordered, delivered, and accepted under this contract for the option year 2 is \$25,000. 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.

(f) The total estimated amount of this contract (ceiling) for products/services ordered, delivered, and accepted under this contract for the option year 3 is \$25,000. 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.

(g) The total estimated amount of this contract (ceiling) for products/services ordered, delivered, and accepted under this contract for the option year 4 is \$25,000. 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

[SEE ATTACHMENT J.1 FOR STATEMENT OF WORK]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|------------------------------------------------------------------------------------------|----------|
| 52.246-4 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE | AUG 1996 |

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|------------------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |
| 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB 1999 |
| 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN 2003 |

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

The ordering period for this contract shall commence on October 1, 2004 and will expire on September 30, 2005. 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 options.

F.3 DELIVERY SCHEDULE

Within thirty (30) days of contract award - a meeting at the NRC Technical Training Center in Chattanooga, Tennessee unless the contractor and Project Officer mutually agree in writing that the meeting should be conducted at a different location or is not required

Within fifteen (15) days of the meeting specified - paper copy and electronic copy of draft Student and Instructor Manual outlines and outlines for all case studies for all courses shall be submitted to the NRC Project Officer for review.

Within forty five (45) days of receipt of written comments (e-mail acceptable) from the Project Officer - paper copy and electronic copy of draft Student and Instructor Manuals, Handouts, case studies and visual aids shall be submitted to the NRC Project Officer for review.

Within thirty (30) days of receipt of written comments (e-mail acceptable) from the Project Officer - paper copy and electronic copy of final course materials including case studies shall be submitted to the NRC project officer. The contractor shall be ready to present the first course on a mutually agreed upon date specified in a delivery order or in a modification to the contract.

The contractor shall provide all course materials in both paper format (hard copy) and on compact disc (CD). This will include all text in WordPerfect, all presentations in MS

PowerPoint and all graphics in BMP, JPEG or GIF format. The contractor shall use versions of Corel WordPerfect and Microsoft PowerPoint compatible with the version used by the Project Officer at the time the materials are provided. A copy of any video to be used will also be provided on VHS tape or DVD. The contractor may propose alternate formats but the decision of the Project Officer conveyed to the contractor via e-mail is final.

F.4 REPORTS

Within thirty (30) days of completion of each course, the contractor shall submit a Course Presentation Report to the NRC Project Officer. The report shall contain:

- a. A cover letter report discussing course accomplishments, problems and recommendations for improvement. The recommendations shall consider the student feedback provided in the student course and instructor evaluations.
- b. Original reports or other material submitted to the contractor by the students for evaluation of their performance during case study exercises. The material shall be evaluated by the contractor as to adequacy with appropriate comments to permit an evaluation of the level of understanding of the concepts taught and applied. If the material is prepared by a team of students, each individual member of the team shall have been required to contribute a portion of the material to ensure that all students participate and are evaluated. The portion contributed by each team member shall be identified.
- c. Original Student Information Sheets
- d. Original Course Evaluation and Instructor Evaluation forms and a summary of the student evaluations and comments.
- e. One copy each of the materials provided to the students or used to support the course (e.g., student manual, instructors manual, handouts and visuals)

F.5 FINAL REPORT

The contractor shall furnish a final report by the end date of the contract or within thirty (30) days of the final course presentation whichever is later. One (1) copy shall be sent to the Project Officer and one (1) copy to the Contract Specialist. The report shall include as a minimum:

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

The contractor shall also return to the Project Officer all government furnished materials and shall transfer to the Project Officer all materials developed by the contractor at the expense of the government. Training materials shall be provided in both electronic and paper

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (ALT 1) (FEB 2004)**

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

Name: Dr. John Ricci
Address: U.S. Nuclear Regulatory Commission
Technical Training Center
5745 Marlin Road, Suite 200
Chattanooga, TN 37411-5677
Telephone Number: 423-855-6514

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
 - (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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(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.

G.3 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORFP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

**G.4 2052.216-73 ACCELERATED TASK ORDER PROCEDURES
(JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

G.5 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

N/A

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 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.

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

(1) the electronic copy of a Student Information Sheet, a Course Evaluation Form and an Instructor Evaluation Form which the contractor shall issue to each student at the beginning of each course and collect at the conclusion. Any suggested changes to the forms will be submitted to the NRC Project Officer for review and approval.

(2) the NRC website location which are relevant documents (e.g., NRC regulations, Regulatory Guides, information notices, bulletins, etc.) may be downloaded for use in development of the training materials or for distribution to students during the training (see <http://www.nrc.gov/reading-rm/doc-collections/>). In those

instances where the contractor requires an NRC document which is not available for download, the NRC Project Officer shall provide one hard copy to the contractor, assuming it is available.

(3) basic equipment required by the contractor to make presentations (e.g., flipcharts, projectors, vugraphs, slide, video, etc). The NRC Project Officer shall ensure that the equipment is available at each designated training location for use by the contractor along with disposable items such as paper, pens, pencils, highlighters, etc.

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(c) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.3 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.

H.4 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manger to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source

selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.5 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, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

H.6 CONTRACTOR FURNISHED ITEMS

The contractor shall provide all necessary instructional materials including student texts, instructor manuals, case studies, handouts and audio-visual media for the conduct of the class. Copies of all these materials shall be provided to the NRC project officer in both electronic format and hard copy. The software used by the contractor shall be compatible with the software and version used by the project officer (e.g., Corel WordPerfect, Microsoft PowerPoint, Microsoft Excel, etc.) at the time the materials are provided. Although it is highly desirable that all of the materials used during the training be non-proprietary, if necessary, the contractor may propose the use of proprietary materials. All materials purchased or created by the contractor at the expense of this contract (e.g., manuals, case studies, visual aids etc) or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract.

If the contractor will use computer generated presentations, the contractor shall supply an appropriate computer and video projector along with any media unless the Project Officer has notified the contractor (e-mail acceptable) that the facility where the training will take place already has computer and video projection capability.

For any activities which are recorded (e.g., videotaping student interviews of "licensee personnel" during the case study exercises), the contractor shall provide the recording equipment and the recording media. At the conclusion of the course, the student will be given the media containing their participation in the course.

The contractor shall provide qualified instructors who are well versed in all topics to be covered, who are capable of answering in-depth questions on each topic and who will provide the required training in accordance with the contract.

The contractor shall designate an individual who will be responsible for supervising the performance of work under the contract and who will perform quality assurance in meeting the objectives and goals of the training. This designated individual is not required to be present during all training but shall be the focal point for any problems which may arise.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|--------------------------------------------------------------------------------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2003 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) | OCT 2003 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) | JAN 1999 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |

| | | |
|-----------|-----------------------------------------------------------------------------------------------------------------|----------|
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC 2001 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW | AUG 2003 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | DEC 2003 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | JUN 1987 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR 2003 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES--FIXED PRICE ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS | JUL 2004 |
| 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) | JUN 2003 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY 2004 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.216-18 ORDERING (OCT 1995)

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

(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.

I.3 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 6 months from contract expiration.

I.6 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

I.9 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--**(1) Due date.**

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products , or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) 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 (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.10 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):

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|----------------------------------|------|--------------|
| J.1 | Statement of Work | | |
| J.2 | Fixed Price Billing Instructions | | |

LIST OF ACRONYMS

ATTACHMENT J.1

AIT = Augmented Inspection Team
AS = Agreement States
CA = Contract Administrator
CAP = Corrective Action Program
CFR = Code of Federal Regulations
CO = Contracting Officer
CS = Contract Specialist
FY = Fiscal Year (October 1 - September 30)
HPIP = Human Performance Investigation Process
IIP = Incident Investigation Program
IIT = Incident Investigation Team
IMPEP = Integrated Material Performance Evaluation Program
MD = Management Directive
NRC = Nuclear Regulatory Commission
PI = Performance Indicators
PI&R = Problem Identification and Resolution
PO = Project Officer
RC = Root Cause
RCP = Radiation Control Program
ROP = Reactor Oversight Program
SDP = Significance Determination Process
SIT = Special Inspection Team
STP = NRC Office of State and Tribal Programs
TTC = NRC Technical Training Center

DEFINITIONS

Action Matrix - a matrix, contained in Inspection Manual Chapter 0305, and used by the NRC to determine the appropriate regulatory response to plant performance issues.

Agency - another name for the US Nuclear Regulatory Commission

Agreement State (AS) - a State which has entered into an agreement with the NRC to perform regulatory activities normally performed by the NRC (sometimes called simply "State").

Code of Federal Regulations (CFR) - The Code of Federal Regulations is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The CFR is divided into 50 titles which represent broad areas subject to Federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further subdivided into parts covering specific regulatory areas.

Common Cause - multiple failures (i.e., two or more) of plant equipment or processes attributable to a shared cause.

Consequences - the actual or potential outcome of an identified problem or condition.

Contributing Cause(s) - causes that by themselves would not create the problem, but are important enough to be recognized as needing corrective action. Contributing causes are

sometimes referred to as causal factors. Causal factors are those actions, conditions, or events which directly or indirectly influence the outcome of a situation or problem.

Direct Instruction - classroom teaching where an instructor conveys information to the students verbally with the assistance of audio-visual aids (e.g., marker board, flip charts, view graphs, 35 mm slides, videos, computerized presentations, etc.).

Exercise (see also Hands-On Activities and Problem Solving) - a process whereby students review a scenario of a real or hypothetical event to draw relevant conclusions concerning the root cause(s).

Extent of Cause - the extent to which the root causes of an identified problem have impacted other plant processes, equipment, or human performance.

Extent of Condition - the extent to which the actual condition exists with other plant processes, equipment, or human performance.

Federal Lodging Rate - the current amount allotted by the federal government for hotel reimbursement for federal employees. The amount for each geographic locality is available on-line at <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>. The amount covers the basic hotel room charge excluding any taxes or surcharges.

Fiscal Year (FY) - the government financial year beginning October 1 and ending September 30.

Guest Speaker - A speaker invited by the NRC Project Officer to participate in the training. Guest Speakers may be NRC employees, employees of other federal or state government agencies or any other individual whom the Project Officer considers to have expertise in the relevant material.

Hands-On Activities (see also Problem Solving and Exercise) - students are given the opportunity to review a scenario of an actual or created event and then attempt to evaluate the root cause(s) of the event.

Instructor's Manual - the text used by the instructor during the course. The instructor's manual shall be of sufficient detail such that a qualified individual who has not previously conducted the course could be expected to present the student material in an organized and effective manner.

Materials Case Study - a scenario involving a radioactive material incident at a non-reactor NRC or Agreement State licensed facility or at a remote location where licensed activities are conducted. Examples might include but are not limited to a medical facility, a field location where industrial radiography operations are conducted, an irradiator facility, a fuel cycle facility, a radioactive material or radioactive waste storage facility, a university or commercial research facility or a manufacturing facility.

Problem Solving (see also Hands-On Activities and Exercise) - students are provided with the opportunity to review, either individually or in teams, a scenario of an actual or hypothetical event for the purpose of determining the root cause(s).

Project Officer (PO) - the contracting officers authorized representative

Proven Root Cause Methods - Root Cause methods which have been successfully used to evaluate actual incidents or accidents. The verification that the Root Cause methods proposed by the contractor are "proven" will be partially based on the list of "satisfied customers" provided with the proposal.

Reactor Case Study - a scenario involving an incident at a US Nuclear Power Plant.

Repeat Occurrences - two or more independent conditions which are the result of the same basic causes.

Role Playing - the act of assuming the part of a hypothetical individual involved in a hypothetical incident/accident scenario. This provides the students with the opportunity to practice their interviewing skills through which they will attempt to elicit relevant information for the purpose of drawing conclusions concerning the root cause(s) of the actual or hypothetical incident/accident.

Root Cause(s) - the basic reason(s) (i.e., hardware, process, human performance), for a problem, which if corrected, will prevent recurrence of that problem.

Scenario - a collection of documented information relating to a hypothetical incident/accident. By analysis of the information provided and, in some cases, additional information obtained from interviews of "characters" included in the scenario, the students are able to draw conclusions concerning the root cause(s) of the incident/accident.

Student Manual - the text used by the students during the course.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

The Nuclear Regulatory Commission (NRC) licenses and inspects reactor and non-reactor facilities to ensure compliance with applicable regulations, codes and standards and to identify conditions which may adversely affect the health and safety of workers and the public.

The scope of responsibility of the NRC encompasses Nuclear Reactors, Nuclear Materials (medical, industrial and research), Radioactive Waste, Transportation of Radioactive Material, Safeguards and Security.

Within the area of nuclear reactors, the fundamental building blocks that form the framework for the regulatory oversight process are seven cornerstones of safety (see <http://www.nrc.gov/NRR/OVERSIGHT/ASSESS/cornerstone.html>). This framework is based on the principle that the agency's mission of protecting public health and safety is met when the agency has reasonable assurance that licensee's are meeting the objectives of the seven cornerstones of safety.

The reactor inspection program, along with performance indicators (PIs), assessment, and enforcement, is an integral part of the reactor oversight process.

The risk-informed baseline inspection program provides indications of performance within areas of the cornerstones of safety that are either not measured by the PIs or not adequately measured by PIs. The inspection program is comprised of a baseline inspection program which is conducted at all sites and supplemental inspections which are conducted for cause.

In addition to overseeing routine activities, the inspection program also provides for the agency's response to operational events. In support of these activities, it is useful for NRC staff to be able to employ proven root cause (RC) methodologies to determine the cause or causes of incidents or failures of licensee programs whether they be related to equipment, procedures, management or human performance (HP) issues.

If a significant event should occur at a licensee facility, the NRC may activate a team tasked with investigating the event. The formal Incident Investigation Program (IIP) is described in NRC Management Directive 8.3 (MD8.3) titled "NRC Incident Investigation Program". MD8.3 states, "It is the policy of the U.S. Nuclear Regulatory Commission to ensure that significant operational events involving reactor and materials facilities licensed by the NRC are investigated in a timely, objective, systematic, and technically sound manner; that the factual information pertaining to each event is documented; and that the cause or causes of each event are ascertained. The events may involve responses by an incident investigation team (IIT) or less formal responses by an augmented inspection team (AIT) or a special inspection team (SIT), depending upon the level of response required." NUREG-1303 (currently under revision) entitled "Incident Investigation Manual" specifies the methods for conducting an Incident Investigation.

The objectives of the IIP are summarized as follows:

- To promote public health and safety, instill public confidence, and provide for the common defense and security by reducing the frequency of incidents and preventing accidents.

- To increase the efficiency and effectiveness of NRC regulatory programs and licensee operations by the prompt dissemination of the facts, conditions, circumstances, and causes of significant operational events and the identification of appropriate follow-up actions.
- To improve regulatory oversight of licensee activities by uncovering facts that may indicate a need to reevaluate whether a particular aspect of the regulatory process before the event contributed directly to the cause or course of the event.
- To ensure that IIT, AIT, and SIT findings are properly dispositioned.

C.1.2 CONTRACT OBJECTIVE

The primary objective of this contract is to provide, as needed, current, state-of-the-art training using proven methods to ensure that NRC staff possess the knowledge to effectively:

- conduct team incident/accident investigations
- perform root cause investigations including human performance issues
- perform evaluations of the root cause(s) of deficiencies identified in materials inspection and licensing programs by the IMPEP process.

The investigations may involve incidents or issues associated with nuclear reactors, nuclear materials (i.e., non-reactor applications of radioactive material such as industrial, medical or research), security or safeguards.

The assessments of State and Regional regulatory programs performed by the IMPEP teams employ the following common indicators and place primary emphasis on performance:

- Status of Materials Inspection Program
- Technical Quality of Inspections
- Technical Staffing and Training
- Technical Quality of Licensing Actions
- Response to Incidents and Allegations

The secondary objective of this contract is to provide refresher training in each of the areas listed above.

The training shall convey to the students the knowledge of root cause and incident investigation methods and techniques and also provide the skills necessary for them to perform their duties which involve NRC-licensed activities as specified in applicable NRC Inspection Manual Chapters (IMC) and other NRC directives, policy or guidance.

The students shall be provided with topical examples as appropriate to emphasize the importance of the process and demonstrate how it has been effectively employed in relevant situations.

The contractor shall accomplish the training using one or more of the following methods: direct instruction, hands-on activities, problem solving, group discussions or any other method(s) deemed appropriate by the contractor.

The desired outcome for all of the training is for the students to acquire applicable and sufficient

understanding of the use of root cause/incident investigation techniques as necessary to ensure that the root causes of issues have been adequately identified so that corrective actions may be taken to protect the health and safety of occupationally and non-occupationally exposed workers and members of the public

Successful accomplishment of the desired outcome shall be determined by evaluating:

- student performance during exercises
- quality of root cause reports generated by the students and
- the written ratings and comments provided by the students on the course and instructor evaluation forms

C.1.3 SCOPE OF WORK

The contractor shall furnish qualified personnel, materials and services to present the training identified below and shall maintain the training materials and presentations current.

The following paragraphs describe the training courses to be developed and presented under this contract.

This contract does not authorize the contractor to perform consulting duties related to conducting Root Cause or IIT Investigations or evaluation of root cause reports. This contract is limited to training and the development of training materials related to the topics covered under the scope of this contract.

C.1.3.1 Incident Investigation Team Training (G-600)

The Incident Investigation Team Training Course shall be no more than ten days in duration presented in a combination of lectures and workshops. The first two days will consist of introductory material describing the formal IIP as outlined in MD8.3 and NUREG-1303. This material will be presented by NRC and invited guest lecturers.

The contractor will initiate training at the conclusion of the second day or the beginning of the third day. The remainder of the course will be conducted by the contractor who will cover root cause/incident investigation techniques and simultaneously introduce the case studies which the students (divided into teams) will use to apply the methods and techniques discussed during the lectures. As part of the case studies, the students will be given the opportunity to meet with and interview contractor personnel who will be role playing the parts of various licensee individuals relevant to the scenario (e.g., management, operators, maintenance, health physics etc). Such interviews and meetings will simulate as realistically as possible, what might take place during an actual investigation. To insure some degree of credibility and consistency, the characters essential to the plot of the scenario should be broadly scripted. This will aid the role players in conveying the appropriate information when questioned to permit the students to perform a valid analysis of the root causes of the case study scenario.

Each team will be required to develop a written report of its findings. The format of the report is specified in NUREG-1303. The contractor shall evaluate and provide written comments regarding the adequacy of the reports submitted by each team.

The training will conclude with formal presentations of findings by each team to a panel of NRC Senior Managers selected by the NRC Course Director.

The students will likely represent a mixture of reactor and materials expertise which would necessitate some of the teams participating in a reactor oriented case study and some participating in a materials oriented case study.

The case studies will be as realistic as possible, preferably based on actual incidents or accidents or some compilation of actual incidents or accidents. As far as practicable, given the time constraints, the entire process from the initial charter of the teams to the final reports and briefings shall be conducted in compliance with the requirements of NRC MD8.3 and NUREG-1303.

Upon completion of the training provided, the students shall possess the necessary knowledge and skills to be able to participate as a member or leader of an Incident Investigation Team.

Materials to be provided by contractor in support of training:

- a. Student materials including learning objectives, textual materials and copies of visual aids used during the lecture presentations.
- b. Instructor's guide including detailed lesson plans for presenting the course.
- c. At least four Case Studies (preferably based on actual events, a compilation of actual events or constructed from plausible events) involving serious incidents or accidents which meet the threshold for activating an IIT:
 - (1) at least two reactor case studies
 - (2) at least two materials (non-reactor) case studies preferably from different areas (e.g., medical, industrial radiography, well logging, transportation, research and development, irradiator etc)
- a. As a minimum, each case study will consist of:
 - (1) an accident summary
 - (2) detailed background and narrative
 - (3) detailed relevant events before, during and after the incident
 - (4) organization charts
 - (5) facility diagrams
 - (6) equipment diagrams
 - (7) role-playing scripts for all the characters likely to be involved in the incident (i.e., a general description of the individual's duties, their actions before, during and after the event, their interactions with other characters in the scenario and a summary of the individual's knowledge of the incident and related activities). Additional characters identified by the students during the exercise whom they believe may play important roles in the event but were not previously identified will be "ad-libbed" during that training course but will be scripted to the minimum extent necessary prior to the next course presentation so that the character can be "played" in future courses as needed. Each student shall be given the opportunity to conduct at least two interviews. Each interview shall be videotaped to permit students to review their own performance.

The NRC will provide instructors to present the introductory material on the first two days of the IIT training and the panel members for the team briefings at the conclusion of the IIT training.

The contractor shall specify the number of instructors required to conduct this training given an assumed enrollment of 25 or 30 students.

Although most training is conducted from approximately 8 AM to 5 PM, the IIT training course, due to the realistic nature of the training, will require instructor participation as needed during the case study exercises. For example, the contractor instructors will play the parts of various licensee personnel during the case studies requiring them to be available for interviews and to respond to inquiries as needed by students investigating the incident. In addition, contractor personnel will be expected to guide the students during the analytical process which may necessitate random oversight of each teams progress. This might involve participation from 8 AM to as late as Midnight on some days during the training depending on the level of effort of the students.

C.1.3.2 Root Cause Workshop (G-205)

Root Cause Training shall be no more than five days in duration presented in a combination of lectures and workshops similar to the IIT training. After the introduction of the case studies, the students will be expected to work in teams to investigate the incident applying the methods and techniques discussed during the lectures. The course concludes with formal presentations by each team of their findings.

Although the NRC will attempt to provide panel members for the team briefings at the conclusion of the Root Cause Workshops, this may not always be possible depending on location and other factors. As a result, the contractor shall have the ability to act as the sole panel member in the event that additional panel members are not available.

NRC Inspection Procedure 95001 states that the root cause evaluation methods that are commonly used in nuclear facilities are:

- a. Events and causal factors analysis to identify the events and conditions that led up to an event;
- a. Fault tree analysis to identify relationships among events and the probability of event occurrence;
- a. Barrier analysis to identify the barriers that, if present or strengthened, would have prevented the event from occurring;
- a. Change analysis to identify changes in the work environment since the activity was last performed successfully that may have caused or contributed to the event;
- a. Management Oversight and Risk Tree (MORT) analysis to systematically check that all possible causes of problems have been considered; and
- a. Critical incident techniques to identify critical actions that, if performed correctly, would have prevented the event from occurring or would have significantly reduced its consequences.

The contractor may propose to teach (subject to the review and approval of the NRC Project Officer) any proven root cause methods even if different from the ones listed above.

As part of the root cause training, the contractor shall address human performance issues. The NRC will furnish the contractor with a copy of NUREG/CR-5455 "NRC's Human Performance Investigation Process", however, subject to review and approval by the NRC Project Officer, the contractor may choose to revise the material provided or to use other equivalent material developed independently.

As is the case for the G-600 course, the Root Cause course will be attended by individuals with responsibilities in either reactor or materials areas. The students should be divided as much as possible into teams reflecting their areas of responsibilities (i.e., reactor students and materials students on separate teams), however, this may not always be possible depending on the number of students representing each area. Since the root cause evaluation methods are generic, it should be possible to mix reactor and materials students on a team provided the case study is not so specific as to be incomprehensible to those students without a background in the area covered by the case study.

Also, the contractor shall briefly address the identification of the root causes of programmatic deficiencies identified during regulatory program audits. IMPEP teams routinely evaluate NRC Regional and Agreement State regulatory programs to determine their adequacy in protecting public health and safety. Upon completion of the training provided, the students shall possess the necessary skills to be able to evaluate the root cause or causes of any program deficiencies or inadequacies identified in an Agreement State Radiation Control Program or NRC Regional Materials Program during IMPEP reviews. Since this subject may not be relevant to reactor students, the classroom portion of this training should be scaled, as appropriate, to the number of materials students represented in the class. However, this subject should be addressed as part of the materials case study.

Materials to be provided by contractor in support of training:

- a. Student materials including learning objectives, textual materials and copies of visual aids used during the lecture presentations.
- b. Instructor's guide including detailed lesson plans for presenting the course.
- c. At least four Case Studies (preferably based on actual events, a compilation of actual events or constructed from plausible events) involving less serious incidents or accidents than those used for the IIT training course.
 - (1) at least two reactor case studies
 - (2) at least two materials (non-reactor) case studies preferably from different areas (e.g., medical, industrial radiography, well logging, gauges, transportation, research and development, irradiator etc)
- d. The case studies developed for the root cause training shall be different from those developed for the IIT course, not merely scaled down versions of the IIT case studies. Since it is possible that students might first attend one course and then subsequently the other course, they should not have already been exposed to the identical or similar case study in a previous course.
 - a. As a minimum, each case study will consist of:
 - (1) an accident summary

- (2) background and narrative
 - (3) relevant events before, during and after the incident
 - (4) organization charts
 - (5) facility diagrams
 - (6) equipment diagrams
 - (7) role-playing scripts for all the characters likely to be involved in the incident (i.e., a general description of the individual's duties, their actions before, during and after the event, their interactions with other characters in the scenario and a summary of the individual's knowledge of the incident and related activities). Additional characters identified by the students during the exercise whom they believe may play important roles in the event but were not previously identified will be "ad-libbed" during that training course but will be scripted to the minimum extent necessary prior to the next course presentation so that the character can be "played" in future courses as needed. Each student shall be given the opportunity to conduct at least one interview. Each interview shall be videotaped to permit students to review their own performance. Given the shorter time available compared to the IIT course, the time allotted for each interview may be reduced.
- a. The case studies for the root cause workshop should not be as detailed as those developed for the IIT training course but merely sufficient to ensure that the students are able to apply the evaluation techniques taught during the course.

C.1.3.3 Root Cause Refresher Workshop (G-207)

This training will be presented in a combination of lectures and workshops similar to the Root Cause Workshop (G-205) training described above except in an abbreviated manner (not more than two days). Short examples may be used to review analytical techniques along with brief tabletop case studies to permit application and discussion of the analytical techniques.

Materials required in support of RC Refresher Training will be the same as for the RC course except that the focus will be on brief reviews of the techniques and simple applications to real life incidents. Since the students will presumably have previously attended the five day RC training (G-205), the emphasis should be on reviewing the relevant material from that course with an emphasis on any new concepts and current examples.

C.2 SPECIFIC REQUIREMENTS

The contractor shall conduct all course activities in strict compliance with Title 10 of the Code of Federal Regulations (10 CFR). The material presented shall be in compliance with all NRC Regulations, policy, procedures and guidance.

C.3 ADDITIONAL TRAINING VIA NEGOTIATED TASK ORDERS

Via issuance of a firm fixed price task order pursuant to Section G of this contract, the NRC may request the contractor to develop and present specialized versions of any of the approved training courses or additional training which deals specifically with topics covered under the broad scope of this contract. Some examples might be: (a) a special version of the Root Cause training course for managers; (b) targeted versions of the training for specialized groups; (c) training on the use of software applicable to root cause evaluations or (d) courses on any subject related to training in root cause analysis or incident investigation. Such modified courses would likely be either equal or shorter in length than the original courses.

C.4 INSTRUCTOR QUALIFICATION REQUIREMENTS

As reflected in Section B of this contract, it is estimated that eight presentations of the Root Cause Course (G-205) and Root Cause Refresher Course (G-207) may be requested each year. One Incident Investigation Team Course (G-600) may be requested every other year.

Exact course dates and locations will be arranged between the Project Officer and the contractor and confirmed by written delivery order from the Project Officer to the contractor.

The NRC may reschedule or cancel any session without obligation to the government should the NRC determine no later than thirty (30) days prior to the time a course session is to begin that the need is insufficient to conduct the training or some other unanticipated event has occurred.

C.5 INSTRUCTOR QUALIFICATION REQUIREMENTS

The proposed contractor personnel must have experience in the development and presentation of training materials as appropriate. Experience dealing with root cause issues related to the nuclear industry shall be highly desirable. For the proposed instructors, specific experience as a classroom instructor for root cause and incident/accident investigation techniques is essential. Experience teaching root cause related techniques to nuclear industry audiences shall be highly desirable. Key personnel who will prepare the course materials and perform the on-site instruction as described above must be identified and resumes of education, training and experience provided.

Training development specialists and instructors should be familiar with the following documents:

- IIP described in MD8.3 and NUREG-1303
- the NRC's HPIP (NUREG/CR-5455 Volume 1 and 2)

For some of the training courses, the proposed course instructors must have experience in role playing. Students will be expected to interview the instructors who will be acting the part of various licensee personnel or other individuals during the case studies.

The qualification of proposed development and instructor personnel will be based on the resumes provided.

C.6 GENERAL INFORMATION

The students who participate in this training will be employees of the US Nuclear Regulatory Commission (NRC), the Agreement States or other Federal agencies; on occasion, as authorized by the NRC Project Officer, representatives of foreign regulatory agencies or others may be permitted to attend.

a. Incident Investigation Team Training Course (G-600)

- (1) Default class size will be 25 people. Additional students with a maximum of 30 will be permitted in this course. The exact number of students participating in a course will be specified at least 30 days prior to the start date of the course. A unit price for each

additional student will be specified in the Price Schedule, Section B.

(1) The course will typically be held in Hunt Valley MD or at some other location within approximately a few hours drive from Rockville, MD.

a. Root Cause Course (G-205) and the Root Cause Refresher Course (G-207)

(1) Default class size will be 15 people. Additional students with a maximum of 25 will be permitted in these courses. The exact number of students participating in a course will be specified at least 30 days prior to the start date of the course. A unit price for each additional student will be specified in the Price Schedule, Section B.

(1) Courses will typically be conducted at or near one the following locations:

- (a) NRC Headquarters in Rockville, Maryland
- (b) NRC Region I office in King of Prussia, Pennsylvania
- (c) NRC Region II office in Atlanta, Georgia
- (d) NRC Region III office in Lisle, Illinois
- (e) NRC Region IV office in Arlington, Texas
- (f) NRC Technical Training Center in Chattanooga, Tennessee

Other sites within the US or possibly throughout the world are possible. The unit price of each course will remain fixed irrespective of the location. Travel costs for each location will be reimbursed per the Federal Travel Regulations billable against a separate reimbursable contract line item. See Section G, NRCAR clause 2052.215-77.

c. Additional course information

(1) For the G-600 and G-205 courses, students will be split into teams of approximately five or six students each for work on the case studies. For the G-600 course, the roster for each team will be pre-established by the Course Director so that each team will be designated either Reactor or Materials. For the G-205 course, however, students will register independently so that the composition of each team will be determined by the contractor. Some of the teams may represent reactor expertise while others may represent materials expertise and still other a combination of the two depending on the backgrounds of the students attending any given course.

(2) Classes shall typically start no earlier than 8:00 AM and end no later than 5:00 PM with reasonable breaks about every one to two hours and one hour for lunch. Five day courses shall run from Monday through Friday. One, two or three day courses shall begin and end between Tuesday and Thursday if possible. The G-600 course may extend late into the evening (well beyond 5 PM) while the student teams are participating in the case study exercises.

(3) The NRC will provide facilities for conducting the course and basic support such as overhead projectors, paper, pens and other miscellaneous supplies. Any unique requirements may have to be provided by the contractor if they are not available from the NRC.

(4) The NRC will furnish the training materials (texts, presentations etc) for those portions of any course which are taught by NRC or invited guest speakers. The contractor shall provide all

other training materials for all courses including applicable copies of NRC documents available for download from the NRC's public website.

(5) The NRC shall be responsible for preparing course announcements, registering students and preparing course completion certificates.

(6) The contractor shall arrive in sufficient time prior to the start of each class to check/setup the training room, lay out course materials, prepare equipment, etc. as necessary.

(7) On the first day of each class, the contractor shall ensure required student registration forms and other administrative actions are completed.

(8) At the conclusion of each course, the contractor shall collect the course and instructor evaluations and work with the NRC course coordinator to restore the classroom to its previous condition for use by subsequent instructors. The contractor shall be responsible for transporting or shipping their own support materials. The NRC shall be responsible for shipping student materials back to the students.

(9) The NRC reserves the right to supplement course presentations with NRC experts if deemed necessary. These experts would be used to further amplify certain topics, and/or answer questions that may arise regarding NRC policy or procedures. Specific times for participation of these guest speakers will be coordinated between the contractor and the Project Officer.

(10) The contractor shall not accept any direction or tasking from anyone other than the Project Officer or Contracting Officer. If the contractor is contacted by anyone else regarding performance of work under this contract, the contractor shall refer the individual to the Project Officer and notify the Project Officer of the contact via e-mail.

(11) The Project Officer may authorize the contractor to discuss issues relating to the performance of work under this contract with other individuals. However, the Project Officer will not authorize any discussions concerning activities which are outside of the scope of this contract. No discussions between the contractor and any other individual permitted by the Project Officer shall involve the commitment of funds. The contractor shall only initiate work upon the written authorization of the Project Officer or Contracting Officer, no one else. If anyone else attempts to authorize such activity, the contractor shall ignore the request and notify the Project Officer immediately. The contractor is not authorized to engage in any discussions with anyone concerning activities which are outside of the scope of this contract.

C.7. CONTRACT MONITORING

The NRC Project Officer or an individual designated by the Project Officer may monitor courses to ensure that the quality of instruction and the materials provided are adequate, up-to-date, and meet the Agency's requirements.

The instructors shall be expected to:

- a. Maintain control of the learning time so that the presentation of information and the case studies remain organized and timely, key points and course objectives are met, and reasonable breaks are provided within the overall course schedule.

- b. Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually.
- c. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems and improve the participants opportunity to learn.
- d. improve materials and correct errors or other problems that may occur during a course.

C.8 MEETINGS AND TRAVEL

Within thirty (30) days of contract award, a meeting will be held with the NRC Project Officer, designated NRC technical representatives and key contractor personnel. The meeting will take place at the NRC Technical Training Center located in Chattanooga, Tennessee. The purpose of the meeting will be to discuss the Course outlines, lesson objectives and material preparation. Some NRC individuals may participate via videoconference. If mutually agreeable to all parties the meeting may be moved to a more convenient alternate location or canceled.

C.9 PLACE OF PERFORMANCE

All work to be performed herein shall be accomplished at locations designated by the Project Officer in a Delivery Order submitted to the contractor by letter. The most common locations will be:

- (1) Rockville, Maryland
- (2) King of Prussia, Pennsylvania
- (3) Atlanta, Georgia
- (4) Lisle, Illinois
- (5) Arlington, Texas
- (6) Chattanooga, Tennessee
- (7) Hunt Valley, Maryland (G-600 course only)

Additional locations throughout the United States or possibly the world are possible.