

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 9

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

BPA NO.

1. DATE OF ORDER 9/29/06		2. CONTRACT NO. (if any)		6. SHIP TO:		
3. ORDER NO. DR-04-06-106		4. REQUISITION/REFERENCE NO. RES-06-106		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Wallace Norris/ RES/DFERR/MEB		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-415-6714 Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Mail Stop: T-10-E10		
d. CITY Washington		e. STATE DC	e. ZIP CODE 20555			
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR ELECTRIC POWER RESEARCH INSTITUTE				8. TYPE OF ORDER		
b. COMPANY NAME 3420 HILLVIEW AVE.				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS				Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY PALO ALTO		e. STATE CA	f. ZIP CODE 94304-1338			
9. ACCOUNTING AND APPROPRIATION DATA 6-8415-5C1114 T8411 252A 31X0200 Obligate: \$62,000.00 6-6015111118 T6054 252A 31X0200.660 Obligate: \$6,000.00 DUNS No. 062511126 / FSS Commitment No. RES-C06-403				10. REQUISITIONING OFFICE RES		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	Contractor shall provide the below training courses in support of the U.S. Nuclear Regulatory Commission (NRC) Office of Nuclear Regulatory Research (RES) and in accordance with the attached Schedule of Requirements (Attachment 1). BWRVIP Training Course Instruction Fee (October 9-11, 2006)				\$32,500.00	
002	BWRVIP Training Course Materials (October 9-11, 2006)				\$1,500.00	
003	BWRVIP Training Course Instruction Fee (October 11-13, 2006)				\$32,500.00	
004	BWRVIP Training Course Materials (October 11-13, 2006)				\$1,500.00	
CONTRACTOR ACCEPTANCE OF PURCHASE ORDER NO. DR-04-06-106: <i>David J. Mann</i> <u>9.29.06</u> Signature Date Title: <i>Mgr. Govt Business Practices</i>						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts						
b. STREET ADDRESS (or P.O. Box) Mail Stop: T7-I2 Attn: (DR-04-06-106)						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$68,000.00	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) <i>Donald A. King</i>				23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PROHIBITED FROM NOT ADMOU

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA/FAR 48 CFR 63.213(e)
ADMOU

**SCHEDULE OF REQUIREMENTS
BOILING WATER REACTOR VESSEL INTERNALS PROGRAM
TRAINING COURSE**

1.0 OBJECTIVE

The Contractor shall provide the U.S. Nuclear Regulatory Commission with two (2) training courses on boiling water reactors (BWR). The purpose of the course is to provide hands-on experience with component configuration, component cracking history, inspection requirements, and available inspection techniques for each of the vessel internals for which there are inspection requirements. The course will cover the history, organization, and products of the BWR vessel internals program (BWRVIP).

2.0 PERIOD OF PERFORMANCE

The first course will be from October 9-11, 2006 and the second course will be from October 11-13, 2006. Each course is to be 2 ½ days of duration.

3.0 PLACE OF PERFORMANCE

General Electric's BWR training facility in San Jose, CA.

4.0 PARTICIPANTS

Courses for up to a total of 20 NRC staff to be in attendance (combination of headquarters and Regions.) Each course is open to 10 NRC staff.

5.0 AGENDA/ REQUIRED CURRICULUM AND MATERIALS**5.1 AGENDA**

The course shall include the following agenda:

Day 1

8:00 am - 12:30 pm

- a) Introduction/Orientation
- b) Lecture and Discussion to include: BWRVIP History, BWRVIP Structure, Description of Products and Services, and Review of Visual Inspection Standard

1:30 pm - 5:00 pm

- a) Laboratory work to include: In-Vessel Tour and Tour of Internals Mockups and Handling Tools

Day 2

8:00 am - 12:30 pm

- a) Component Specific Information Lecture and Discussion to include: Core Shroud, Lower Plenum, Standby Liquid Control, Core Plate, Core Spray Piping and Spargers, Jet Pump Assembly, LPCI Coupling, LPRM/Tip Housing, Orificed Fuel Support, Shroud Support, Access Hole Cover, Top Guide, and Miscellaneous Components

1:30 pm - 5:00 pm

- a) Laboratory Work to include: Camera Types, Camera Handling, etc.

Day 3

8:00 am - 12:00 noon

- a) Continue Component Specific Discussion; chance for more camera work
- b) Question and Answer, Course Evaluations

5.2 REQUIRED CURRICULUM AND MATERIALS

5.2.1 Curriculum

The Boiling Water Reactor (BWR) course curriculum and content shall be based on and incorporate the following areas and documents:

- a) Review of Visual Inspection Standard using:
 - i) "TR-105696-R8 (BWRVIP-03) Revision 8: BWR Vessel and Internals Project, Reactor Pressure Vessel and Internals Examination Guidelines," EPRI Technical Report 1011689, December 2005.
- b) Core Shroud using:
 - i) "BWR Vessel and Internals Project, BWR Core Shroud Inspection and Flaw Evaluation Guidelines, Revision 2 (BWRVIP-01)," EPRI Report TR-107079, October 1996.
 - ii) "BWR Vessel and Internals Project, Guidelines for Reinspection of BWR Core Shrouds (BWRVIP-07)," EPRI Report TR-105747, February 1996.
 - iii) "BWR Vessel and Internals Project, Shroud Vertical Weld Inspection and Evaluation Guidelines (BWRVIP-63)," EPRI Report TR-113170, June 1999.
 - iv) "BWR Vessel and Internals Project, BWR Core Shroud Inspection and Flaw Evaluation Guidelines (BWRVIP-76)," EPRI Report TR-114232, November 1999.
- c) Lower Plenum using:
 - i) "BWRVIP-47-A: BWR Vessel and Internals Project, BWR Lower Plenum Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1009947, November 2004.
- d) Standby Liquid Control using:
 - i) "BWRVIP-27-A: BWR Vessel and Internals Project, BWR Standby Liquid Control System/Core Plate ΔP Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1007279, August 2003.
- e) Standby Liquid Control using:
 - i) "BWRVIP-27-A: BWR Vessel and Internals Project, BWR Standby Liquid Control System/Core Plate ΔP Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1007279, August 2003.
- f) Core Plate using:
 - i) "BWR Vessel and Internals Project, BWR Core Plate Inspection and Flaw Evaluation Guidelines (BWRVIP-25)," EPRI Report TR-107284, December 1996.
- g) Core Spray Piping and Spargers using:
 - i) "BWRVIP-18-A: BWR Vessel and Internals Project, BWR Core Spray Internals Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1011469, February 2005.
- h) Jet Pump Assembly using:
 - i) "BWRVIP-41, Revision 1: BWR Vessel and Internals Project, BWR Jet Pump Assembly Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1012137, September 2005.

ii) "BWRVIP-138: BWR Vessel and Internals Project, Updated Jet Pump Beam Inspection and Evaluation Guidelines," EPRI Technical Report 1008213, December 2004.

i) LPCI Coupling using:

i) "BWRVIP-42-A: BWR Vessel and Internals Project, LPCI Coupling Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1011470, February 2005.

j) Shroud Support using:

i) "BWR Vessel and Internals Project, BWR Shroud Support Inspection and Flaw Evaluation Guidelines (BWRVIP-38)," EPRI Report TR-108823, September 1997.

ii) "BWRVIP-104: BWR Vessel and Internals Project, Evaluation and Recommendations to Address Shroud Support Cracking in BWRs," EPRI Technical Report 1003555, September 2002

k) Top Guide using:

i) "BWRVIP-26-A: BWR Vessel and Internals Project, BWR Top Guide Inspection and Flaw Evaluation Guidelines," EPRI Technical Report 1009946, November 2004.

5.2.2 Materials

A training manual shall be provided to each participant.

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS**A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.213-3	NOTICE TO SUPPLIER	APR 1984
2052.209-72	CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST	JAN 1993

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)

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

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

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

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

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

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

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

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

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

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

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

(vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).

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

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

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

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

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

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

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

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

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

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

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

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

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

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

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.4 Other Applicable Clauses

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.5 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.