

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

1. REQUISITION NO.  
HR-07-361

PAGE 1 OF

2. CONTRACT NO. NRC-38-07-361	3. AWARD/EFFECTIVE DATE FEB 08 2007	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NUMBER HR-07-361	6. SOLICITATION ISSUE DATE 10-16-2006
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Sharlene McCubbin	b. TELEPHONE NO. (No Collect Calls) 301-415-6565	8. OFFER DUE DATE/LOCAL TIME 10-30-2006 3:00pm
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Brian Doan, HR Mail Stop T-3D45  11545 Rockville Pike Rockville MD 20852	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2  Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR KRESS, MARIA PROFESSIONAL SPEECH ASSOCIATES  4302 WESTOVER PLACE NW  WASHINGTON DC 200165550 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of contract Mail Stop T-7I2 11545 Rockville Pike Rockville MD 20852	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide speech enhancement services in accordance with the attached Statment of Work.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

5. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 784155C1114 BOC: 252A JCN: T8405 OBLIGATE \$30,000.00	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$102,000 \$30,000.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Maria F. Kress, Director</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sharlene McCubbin</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Maria F. Kress, Director	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharlene McCubbin
30c. DATE SIGNED	31c. DATE SIGNED 3/2/07

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**SECTION B - CONTINUATION BLOCK**

**SCHEDULE OF PRICES (BASIC CONTRACT)**

ITEM NO.	SUPPLY/SERVICE	QUANTITY	UNIT	Unit Price	Amount
1	Diagnostic Evaluation	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
2	Individual Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$84,000
3	Group Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$3,000
4	Travel Cost	EST. [REDACTED]	EACH	[REDACTED]	\$2,200
5	Individual Diagnostic Reports	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
6	Progress Reports	EST. [REDACTED]	EACH	[REDACTED]	\$5,600
7	Program Reports	EST. [REDACTED]	EACH	[REDACTED]	\$ 200
TOTAL ESTIMATED COST BASIC CONTRACT					\$102,000

\*Travel Cost is estimated and will be reimbursed at actual expense

**SCHEDULE OF PRICES (OPTION YEAR 1)**

ITEM NO.	SUPPLY/SERVICE	QUANTITY	UNIT	Unit Price	Amount
1	Diagnostic Evaluation	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
2	Individual Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$84,000
3	Group Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$3,000
4	Travel Cost	EST. [REDACTED]	EACH	[REDACTED]	\$2,200
5	Individual Diagnostic Reports	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
6	Progress Reports	EST. [REDACTED]	EACH	[REDACTED]	\$5,600

7	Program Reports	EST. 2	EACH	\$100.00	\$ 200
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TOTAL ESTIMATED COST OPTION YEAR 1 CONTRACT \$102,000

\*Travel Cost is estimated and will be reimbursed at actual expense

**SCHEDULE OF PRICES (OPTION YEAR 2)**

ITEM NO.	SUPPLY/SERVICE	QUANTITY	UNIT	Unit Price	Amount
1	Diagnostic Evaluation	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
2	Individual Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$84,000
3	Group Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$3,000
4	Travel Cost	EST. [REDACTED]	EACH	[REDACTED]	\$2,200
5	Individual Diagnostic Reports	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
6	Progress Reports	EST. [REDACTED]	EACH	[REDACTED]	\$5,600
7	Program Reports	EST. [REDACTED]	EACH	[REDACTED]	\$ 200

TOTAL ESTIMATED COST OPTION YEAR 2 CONTRACT \$102,000

\*Travel Cost is estimated and will be reimbursed at actual expense

**SCHEDULE OF PRICES (OPTION YEAR 3)**

ITEM NO.	SUPPLY/SERVICE	QUANTITY	UNIT	Unit Price	Amount
1	Diagnostic Evaluation	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
2	Individual Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$84,000
3	Group Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$3,000
4	Travel Cost	EST. [REDACTED]	EACH	[REDACTED]	\$2,200
5	Individual Diagnostic Reports	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
6	Progress Reports	EST. [REDACTED]	EACH	[REDACTED]	\$5,600

7	Program Reports	EST.	EACH	[REDACTED]	\$ 200
TOTAL ESTIMATED COST OPTION YEAR 3 CONTRACT					\$102,000
*Travel Cost is estimated and will be reimbursed at actual expense					

**SCHEDULE OF PRICES (OPTION YEAR 4)**

ITEM NO.	SUPPLY/SERVICE	QUANTITY	UNIT	Unit Price	Amount
1	Diagnostic Evaluation	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
2	Individual Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$84,000
3	Group Sessions	EST. [REDACTED]	EACH	[REDACTED]	\$3,000
4	Travel Cost	EST. [REDACTED]	EACH	[REDACTED]	\$2,200
5	Individual Diagnostic Reports	EST. [REDACTED]	EACH	[REDACTED]	\$3,500
6	Progress Reports	EST. [REDACTED]	EACH	[REDACTED]	\$5,600
7	Program Reports	EST. [REDACTED]	EACH	[REDACTED]	\$ 200
TOTAL ESTIMATED COST OPTION YEAR 4 CONTRACT					\$102,000
*Travel Cost is estimated and will be reimbursed at actual expense					

**B.1 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988) ALTERNATE I (JUN 1988)**

- (a) The total estimated cost to the Government for full performance under this contract is \$102,000.00.
- (b) The amount presently obligated by the Government with respect to this contract is \$30,000.
- (c) It is estimated that the amount currently allotted will cover performance through 05/30/2007.

**B.2 52.232-22 LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the

Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

## C. STATEMENT OF WORK - SPEECH ENHANCEMENT

### C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) has had in place for a number of years a Speech Enhancement Program to assist NRC employees in improving their articulation, pronunciation, and other applicable oral communication skills to enable them to communicate better with their colleagues, supervisors, senior managers, and the public. Recruiting efforts have produced a number of employees who use English as a second language, and this is one of the many benefits of this program. NRC wishes to continue these services. We will require the services of a certified clinically competent Speech Pathologist to meet NRC's requirements.

### C.2 PROGRAM DESCRIPTION

The program shall consist of three distinct services: individual diagnostic evaluations, individual counseling sessions, and group counseling sessions.

### C.3 CONTRACT OBJECTIVE

To provide individual diagnostic evaluations, individual counseling sessions, and group counseling sessions.

#### C.3.1 Diagnostic Evaluations:

For each new participant who enrolls in the Speech Enhancement Program (up to 35 individuals), diagnostic evaluations shall be conducted.

#### C.3.2 Individual Counseling Sessions:

Prior to the start of individual sessions for each participant, the contractor shall discuss the type of counseling required and the number of sessions anticipated with the Project Manager. Based on the contractor's recommendations, the NRC shall determine the number of sessions to be conducted for each participant. Participants average around thirty (30) individual one-hour counseling sessions. The participants enrolled in the Speech Enhancement Program shall continue in the program until the Speech Pathologist determines that they have reached a level of competency in English to support their needs, and that future sessions would not improve their speech to another level.

#### C.3.3 Group Counseling Sessions:

The contractor shall conduct group sessions of approximately 3-5 individuals. The number of group sessions needed during the one-year period of the contract is estimated not to be more than thirty (30) sessions. The contractor shall be requested to provide group sessions at any NRC facility.

#### C.4 TIME

Assessment and counseling sessions shall be scheduled during regular NRC working hours. Sessions held during other times require the prior approval of the NRC Project Manager.

#### C.5 REPORTING REQUIREMENTS

The contractor shall provide the following reports:

##### C.5.1 Individual Reports

C.5.1.1 An individual diagnostic report and learning plans for each program participant. This report shall identify the focus of the sessions and the anticipated number of counseling sessions. Before being provided to each participant, this report shall be approved by the NRC Project Manager. The report will not become a part of the participant's Official Personnel File. This report is due two (2) weeks after the evaluation is conducted.

C.5.1.2 On a monthly basis, three working days after the end of the month, the contractor shall provide to the NRC Project Manager the dates and initials of those individuals counseled during the past month.

C.5.1.3 A mid-term progress report for each participant. A report is typically one page in length for each participant and contains specific information regarding speech problems identified, changes, and recommendations. This information will not become a part of the participant's Official Personnel File. This report is due by July 30.

C.5.1.4 A final progress report for each program participant. A report is typically one page in length for each participant and contains specific information regarding speech problems identified, changes, and recommendations. This information will not become a part of the participant's Official Personnel File. This report is due by December 31.

##### C.5.2 Program Reports

C.5.2.1 A mid-term report on the program. This report shall discuss what occurred during the first six months and specific recommendations to improve the program. The report should be easy to read by management and shall not identify program participants by name.

C.5.2.2 A end-of-the-term report on the program. This report shall discuss what occurred during the year and contain specific recommendations to improve the program. The report should be easy to read by management and shall not identify individuals by name.

#### C.6 MATERIALS

The contractor provides all necessary materials for diagnostic evaluations, individual counseling sessions, and group counseling sessions.

#### C.7 LOCATION

Assessment and counseling sessions shall be performed at any NRC facility located in the Washington Metropolitan area. The NRC may request services be provided by travel, Video Teleconferencing (VTC), or other interactive medium, to NRC Regional locations, and the Technical Training Center (TTC):

(1) Region I - King of Prussia, PA (2) Region II - Atlanta, GA (3) Region III - Lisle, IL (4) Region IV - Arlington, TX (5) Technical Training Center (TTC) in Chattanooga, Tennessee.

#### C.8 TRAVEL

NRC anticipates that travel will take place under the contract. Sessions shall be offered at any NRC facility located in the Washington Metropolitan area; the Technical Training Center (TTC); and in all of the four regions. For authorized travel, the prevailing Government rates shall apply. The traveler shall present documentation for lodging and transportation costs as part of the invoice. Each region will have varying rates depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed per diem for each area. If an instructor is away from his/her place of residence, the NRC will not be obligated to pay the increased costs.

#### C.9 DURATION OF CONTRACT

This contract shall consist of one (1) base year and four (4) renewable option years.

#### C.10 NRC-PROVIDED EQUIPMENT, MATERIALS, AND FACILITIES

C.10.1 Upon award, the NRC will provide the contractor with the following:

1. Meeting Facilities

#### C.11 MONITORING THE CONTRACT

C.11.1 During the life of the contract, the NRC PO shall monitor the services pursuant to the requirements of the contract to ensure that the quality of services are adequate, up to date, and meet NRC's requirements.

1. Review individual and program reports.
2. Seek clarification on report information and modify services to correct problems and improve services to employees.
3. Review employees evaluation forms and seek clarification to correct problems and improve services to employees.

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006

**C.2 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>

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

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

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

(iii) Alternate II (MAR 2004) of 52.219-6.

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

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

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

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

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

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

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(iii) Alternate II (OCT 1998) of 52.219-23.

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

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

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 103-169).
- (ii) Alternate I (JAN 2006) of 52.225-3.
- (iii) Alternate II (JAN 2006) of 52.225-3.
- (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 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).
- (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

#### **C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

#### **C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 five years.

#### **C.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on February 12, 2007 and will expire on February 11, 2007. 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 four (4) years.

#### **C.7 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: Brian Doan

Address: U. S. Nuclear Regulatory Commission  
Mail Stop: T-3-D45  
Washington, DC 20555

Telephone Number: 301-415-7099

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
  - (2) Inspect and accept products/services provided under the contract.
  - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
  - (4) 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.

\*To be incorporated into any resultant contract

## C.8 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## C.9 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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Fixed Price Billing Instructions

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

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

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

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

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

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

**NRC Property Management Officer  
Administrative Services Center  
Mail Stop -O-2G-112  
Washington, DC 20555-0001**

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

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

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

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

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

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

**Currency:** Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.

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