

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

1. REQUISITION NO. HR-06-390 PAGE 1 OF

CONTRACT NO. NRC-38-07-390 3. AWARD/EFFECTIVE DATE MAR 27 2007 4. ORDER NO. MODIFICATION NO. 5. SOLICITATION NUMBER HR-06-390 6. SOLICITATION ISSUE DATE 10-10-2006

FOR SOLICITATION INFORMATION CALL: a. NAME Sharlene McCubbin b. TELEPHONE NO. (No Collect Calls) 301-415-6565 8. OFFER DUE DATE/LOCAL TIME 10-25-2006 3:30pm

ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) NAICS: SIZE STANDARD:

DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS N/A

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555 CODE FACILITY CODE

15. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100

CONTRACTOR/OFFEROR TRAN SOLUTIONS CORP. 11 D ST WESTON MA 022101950 PHONE NO.

18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7-I-2 Washington DC 20555 CODE 3100

7b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. M.N.C.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01	Development and present course in Digital and Microprocessor Control Systems (DI&C) for NRC using a fixed price contract. Development of DI&C Course		job		\$47,040.00
02	Presentation of the DI&C Course (Basic Contract Year 1)		course		\$26,000.00
03	Tricon Demo Package (Optional with each course)		each		\$5,000.00
04	Travel for two courses (Estimated only) to be reimbursed for actual expenses in accordance with NRCAR 2052.215-77		trips		\$13,700.00
04	Presentation of the DI&C Course (Option Year 1)		course		\$42,640.00
05	Tricon Demo Package (Optional with each course)		each		\$5,000.00
06	Travel for two courses (Estimated only) to be reimbursed for actual expenses in accordance with NRCAR 2052.215-77		trips		\$15,070.00
Schedule continues on next page.					

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$76,100.00

SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND FOR ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF Proposal OFFER DATED 10/30/06 & 1/9/07 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

TITLE OF OFFEROR/CONTRACTOR Richard Andzick 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sharlene McCubbin 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharlene McCubbin Contracting Officer 31c. DATE SIGNED 3/27/07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
007	Presentation of the DI&C Course (Option Year 2)	2	course	21,320.00	\$42,640.00
008	Tricon Demo Package (Optional with each course)	1	each	5,000.00	\$5,000.00
009	Travel for two courses (Estimated only) to be reimbursed for actual expenses in accordance with NRCAR 2052.215-77	2	trips	7,912.00	\$15,824.00
010	Presentation of the DI&C Course (Option Year 3)	2	course	23,800.00	\$47,600.00
011	Tricon Demo Package (Optional with each course)	1	each	5,000.00	\$5,000.00
012	Travel for two courses (Estimated only) to be reimbursed for actual expenses in accordance with NRCAR 2052.215-77	2	trips	8,307.00	\$16,614.00
013	Presentation of the DI&C Course (Option Year 4)	2	course	23,800.00	\$47,600.00
014	Tricon Demo Package (Optional with each course)	1	each	5,000.00	\$5,000.00
015	Travel for two courses (Estimated only) to be reimbursed for actual expenses in accordance with NRCAR 2052.215-77	2	trips	8,723.00	\$17,446.00

QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Sharlene McCubbin Contracting Officer		
MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE (301) 415-6565			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE srm3@nrc.gov			
HIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
I/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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SECTION B - CONTINUATION BLOCK**^B.1 DELIVERABLE ITEMS/DELIVERY SCHEDULE**

ITEM No.	DESCRIPTION	QUANTITY	SCHEDULE
1	Draft course outline, objectives	1 COPY schedule and learning contract award	30 days after
2	Draft student materials,	1 COPY Handouts contract award	60 days after
3	Final course outline, schedule student materials, handouts for each student registered	As specified	30 days prior to start of course
4	Report specified in Article I Part C.4	1 COPY	30 days after course completion.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****C.1.1. BACKGROUND**

The Nuclear Regulatory Commission is responsible for inspecting the facilities of licensees who generate electrical power from pressurized water reactors and boiling water reactors to determine whether operations are conducted in compliance with Federal regulations and license conditions and to identify conditions which might adversely affect the health and safety of the public or the environment.

C.1.2 CONTRACT OBJECTIVE

The primary objective of this contract is to obtain a course in Digital and Microprocessor Control Systems for NRC Regional Reactor Inspectors and NRC Headquarters personnel in accordance with Attachment 1: Digital and Microprocessor Control Systems, Part A, A Course Outline. @ The course will provide NRC personnel with an understanding of the technical and regulatory fundamentals of digital system design, installation, licensing and operations digital circuit configurations used in the nuclear power industry and important to the safe operation of nuclear facilities.

C.1.3 SCOPE OF WORK

The contractor shall furnish the necessary qualified personnel, materials and services to develop and present a training course in accordance with the attached outline and shall maintain the training materials and presentations current.

C.1.3.1 Course Development and Presentation

- a. The course shall be approximately 36 to 40 hours in duration.
- b. The course objectives shall be accomplished through a combination of lectures, discussions, demonstrations of equipment and exercises providing hands-on experience in the aspects of digital and microprocessor control systems for various reactor systems
- c. The contractor shall develop a detailed outline and schedule of the subjects to be covered. The content of the final outline shall be approved by the NRC Project Officer.
- d. The contractor shall use formal lesson plans for presenting the lectures and demonstrations. The contractor shall clearly define and develop learning objectives for each topic.
- e. The contractor shall provide each student with a 3-ring binder (or similar type binder) containing text and handout materials. The contractor shall provide for each student, a copy of all view graphs and other important visual aids used during the presentation of the course. Also requested for each student, a CD with searchable format for the various guidance documents such as Regulatory Guides, IEEE standards, SRP sections, Inspection procedures, etc.

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 ORDER

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 this training course or additional training which deals specifically with topics covered under the scope of this contract. Some examples might be a special version of the course for managers or targeted versions of the training for specialized groups. Such modified courses would likely be either equal or shorter in length than the original course.

C.4 COURSE SCHEDULING AND LOCATION

As reflected in Section B of this contract, it is estimated that up to 2 presentations of the course may be requested each 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. The instructor should be an individual qualified to certify digital designs by virtue of a PE license in electrical engineering or equivalent. Experience with digital instrumentation systems in the nuclear industry is required. 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.

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). On occasion, as authorized by the NRC Project Officer, representatives of foreign regulatory agencies or others may be permitted to attend.

- a. The number of students in each course shall be limited to twenty-four (24) with one (1) additional observer designated by the NRC Project Officer. If warranted, the Project Officer may convert the observer slot to a student slot by notifying the contractor.
- b. The NRC will notify the contractor no later than thirty (30) days prior to the time a course is scheduled to begin if rescheduling is necessary due to insufficient student enrollment.
- c. 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. The course shall run from Monday through Friday.
- d. 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.
- e. 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.
- f. The NRC shall be responsible for preparing course announcements, registering students and preparing course completion certificates.
- g. 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.
- h. On the first day of each class, the contractor shall ensure required student registration forms and other administrative actions are completed.
- i. 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.
- j. 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.
- k. 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.
- l. 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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 video conference. 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 development work to be performed herein shall be accomplished at the contractor's facility. Courses shall be presented at locations designated by the Project Officer in a Delivery Order submitted to the contractor by letter or e-mail. The most common locations will be:

- (1) NRC Professional Development Center, Bethesda, MD (2) NRC Region I, King of Prussia, PA, (3) NRC Region II Atlanta, GA, (4) NRC Region III, Lisle, IL (5) NRC Region IV, Arlington, TX (6) NRC Technical Training Center, Chattanooga, TN

C.10 DELIVERABLES

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 sixty (60) days of contract award paper copy and electronic copy of draft course outline, schedule and learning objectives shall be submitted to the NRC Project Officer for review.

Within ninety (90) days of contract award - 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. Text material shall be prepared in accordance with Attachment 2, HRTD Policy Document X, A Training Course Manual Style Guide@

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 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.

Prior to the start of a course, the contractor shall mail sufficient copies of the course outline, course schedule, student manual and handouts to the location specified for course delivery in sufficient time to arrive before the start of the course.

C.11 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)

C.12 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 copy.

C.13 GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT

a. The NRC will furnish the contractor with the following:

(1) an 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 where 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 the presentations (e.g., flipcharts, projectors (viewgraph, 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. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the contractor.

C.14 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.

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.

F.2 DURATION OF CONTRACT PERIOD

The ordering period for this contract shall commence on the effective date of this contract and will expire one year thereafter. Any orders will issued within this period shall be completed within the timeframe specified in the order, unless otherwise specified herein. The term of this contract may be extended at the option of the Government for an additional 4 one-year options.

SECTION C - CONTRACT CLAUSES

52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL 2006

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

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

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

C.2 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.3 52.216-18 ORDERING (OCT 1995)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of ;
- (2) Any order for a combination of items in excess of ;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

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

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

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

C.7 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 60 days.

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 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See Attachment 1 through 7, and Fixed Price Billing Inst.

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOOU-Allegation Information@ or AOOU-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.