

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-09-07-664	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CFO-07-664
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-415-5719 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) GMG MANAGEMENT CONSULTING INC. 3022 BUTTON 'BUSH' LANE LAUREL MD 207242947	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 141709696	FACILITY CODE	11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Ruth Spencer Mail Stop T9 C4 Washington DC 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: (NRC-09-07-664) Washington DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)	14. ACCOUNTING AND APPROPRIATION DATA 77N-155H1358 N7234 252A 31X0200 \$94,000.00 CFO-07-351 77N-155H1118 N7150 251F 31X0200 \$43,398.12 CFO-07-351
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Contract Title: Agencywide Internal Control and Guidance Training Contract Type: Labor Hour, training line item fixed priced Period of Performance: 12 month base period and 4 one-year optional periods Total Contract Ceiling: \$137,398.12 Total Obligated Amount: \$137,398.12 DUNS: 141709696				

15G. TOTAL AMOUNT OF CONTRACT

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Georgia Griffith	20A. NAME OF CONTRACTING OFFICER Stephen Pool Contracting Officer
19B. NAME OF CONTRACTOR BY <u>Georgia Griffith</u>	19C. DATE SIGNED 9/24/07
20B. UNITED STATES OF AMERICA BY <u>Stephen Pool</u> (Signature of Contracting Officer)	20C. DATE SIGNED 9/25/07

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

Base year		Fixed rate	Qty	Total
1	SME - labor hours	\$		\$ 81,120.00
2	Instructional Systems Designer - labor hours	\$		\$ 31,136.52
3	Instructor - labor hours	\$		\$ 5,241.60
4	Training - fixed price including travel			\$ 18,900.00
5	Local Travel - cost reimbursement			\$ 1,000.00
TOTAL				\$ 137,398.12

Option year 1		Fixed rate	Qty	Total
1	SME - labor hours	\$		\$ 16,711.00
2	Instructional Systems Designer - labor hours	\$		\$ 33,014.10
3	Instructor - labor hours	\$		\$ 1,499.70
4	Training - fixed price including travel			\$ 31,100.00
5	Local Travel - cost reimbursement			\$ 1,000.00
TOTAL				\$ 83,324.80

Option year 2		Fixed rate	Qty	Total
1	SME - labor hours	\$		\$ 3,442.40
2	Instructional Systems Designer - labor hours	\$		\$ 17,488.44
3	Instructor - labor hours	\$ -	0 hrs	\$ -
4	Training - fixed price including travel			\$ 20,000.00
5	Local Travel - cost reimbursement			\$ 1,000.00
TOTAL				\$ 41,930.84

Option year 3		Fixed rate	Qty	Total
1	SME - labor hours	\$		\$ 354.56
2	Instructional Systems Designer - labor hours	\$		\$ 4,002.72
3	Instructor - labor hours	\$ -	0 hrs	\$ -
4	Training - fixed price including travel			\$ 16,400.00
5	Local Travel - cost reimbursement			\$ 500.00
TOTAL				\$ 21,257.28

Option year 4		Fixed rate	Qty	Total
1	SME - labor hours	\$		\$ 182.60
2	Instructional Systems Designer - labor hours	\$		\$ 1,889.69
3	Instructor - labor hours	\$ -	0 hrs	\$ -
4	Training - fixed price including travel			\$ 16,400.00
5	Local Travel - cost reimbursement			\$ 500.00
TOTAL				\$ 18,972.29

TOTAL CONTRACT VALUE

\$ 302,883.33

B.2 PROJECT TITLE

The title of this project is as follows:

Agencywide Internal Controls Guidance and Training

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide consulting and training to NRC staff on internal control requirements. The vendor shall assist NRC with revising Management Directive 4.4 Internal Control MD 4.4 and the associated handbook; develop training materials based on the revised Management Directive/ Handbook; conduct training sessions for NRC managers on how to comply with the requirements; and refine the training materials for use by NRC in development of an on-line training course for all NRC staff on the requirements.

B.4 CONSIDERATION AND OBLIGATION—LABOR HOUR CONTRACT

- (a) The total not to exceed cost to the Government for full performance of this contract is \$137,398.12.
- (b) The amount currently obligated by the Government with respect to this contract is \$137,398.12. The contractor shall not exceed this obligated amount at any time.
- (c) The firmed fixed price for clin 004 – Training including travel to the regions is \$18,900.00.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATEMENT OF WORK FOR CONTRACTOR TO PROVIDE
AGENCYWIDE INTERNAL CONTROL GUIDANCE AND TRAINING
NRC-09-07-664****1.0 Background**

The agency's policy is to establish and maintain cost-effective internal control that reasonably ensures programs achieve their intended results; resources are used consistent with the agency mission; programs and resources are protected from fraud, waste, and mismanagement; laws and regulations are followed; and reliable and timely information is obtained, maintained, reported, and used for decision making. The Office of the Chief Financial Officer (OCFO), Division of Financial Management (DFM) is responsible for coordinating agencywide internal control activities, training, and technical support to assist NRC managers in establishing, assessing, and improving internal controls.

OCFO is currently implementing various aspects of the internal control requirements contained in OMB Circular A-123, *Management's Responsibility for Internal Control*, including Appendix A, *Internal Control Over Financial Reporting*.

2.0 Objective

The objective of this procurement is to contract with a qualified vendor to provide consulting and training to NRC staff on internal control requirements. The Vendor shall assist NRC with revising Management Directive 4.4, *Internal Control* (MD 4.4) and the associated Handbook.; develop training materials based on the revised Management Directive/Handbook; conduct training sessions for NRC managers on how to comply with the requirements; and refine the training materials for use by NRC in development of an on-line training course for all NRC staff on the requirements.

The current official version of MD 4.4, including the Handbook, is available at:
<http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-4.html>

The goals of the training program are to:

- Acquaint participants with the provisions of MD 4.4, including their specific responsibilities for implementing Agency internal controls.;
- Inform participants of other references and materials relative to their responsibility for implementing effective internal controls; and
- Identify their role in supporting the Agency's annual reasonable assurance statement.

3.0 Scope of Work

The contractor shall provide the necessary personnel, equipment, and management to meet the requirements of this statement of work, as described in the Tasks below.

4.0 Specific Tasks

The contract shall provide qualified personnel (see section 5.0 below) to perform the following tasks on a firm fixed price basis.

4.1 Task 1 - Revise Management Directive & Handbook 4.4

4.1.1 Requirements: See also 4.1.3 Deliverables, below.

Due dates for all tasks and deliverables will be established in consultation with the contractor subsequent to award of the contract (see "Deliverables" below for timeframes). The contractor shall develop a project plan reflecting the agreed upon dates, and will promptly inform the technical monitor of any projected delays in meeting those dates.

The contractor shall analyze the current MD 4.4 and revisions made to date (to be provided by NRC at the initial project planning meeting) to determine additional changes to the management directive. The contractor shall provide a written analysis of the MD for NRC review. The objectives are to

- Present information in a clear and concise manner;
- Bring MD/Handbook 4.4 into compliance with the revisions to OMB Circular A-123 and all other applicable requirements for Federal government internal control;
- Standardize NRC's internal control process and cite best practices, where appropriate;
- Ensure that the Handbook, in particular, is a user-friendly reference guide for NRC managers, to assist them in meeting their internal control responsibilities;
- Develop job aids for managers as part of the Handbook, such as a first-time internal control checklist and an annual checklist that can be followed to ensure compliance with requirements; and,
- Provide the basis for the internal controls training that will be developed (see Tasks 2 through 4, below).

The contractor shall meet with DFM subject matter experts; NRC internal control working group members; and staff from the Office of the Executive Director, as designated by the NRC, to determine additional needed changes to the MD. This will entail approximately 4 meetings with NRC staff.

The contractor shall develop a draft revision of MD 4.4 for NRC review and comment. DFM and OCFO staff will perform an informal review of the first draft revision, prior to the formal comment process. The contractor shall coordinate with the Office of Administration, Rulemaking, Directives, and Editing Branch for editorial and format standards prior to the formal review and comment process.

The contractor shall prepare comment resolution documentation (following guidance in Standards section, below) for comments received on the draft MD.

The contractor shall incorporate NRC review and comments into a final draft MD 4.4, which NRC will use to obtain final agency concurrence.

4.1.2 Standards:

The Project Plan shall be created using Microsoft Office software (e.g. Word, Excel, or PowerPoint).

In revising MD/Handbook 4.4, the contractor shall follow the requirements of Management Directive 1.1, *NRC Management Directives System*, which can be found at:
http://adamswebsearch2.nrc.gov/idmws/doccontent.dll?library=PU_ADAMS^PBNTAD01&ID=04181007
2

4.1.3 Deliverables: The following deliverables shall be required --

Within 20 business days of award, the contractor shall provide NRC with a written analysis of MD/Handbook 4.4 and the recommended changes needed to bring the directive into compliance with

current Federal financial management policy and improve the document. At a minimum, NRC would like to see recommendations for improved organization, clarity of language, and how to make the document user-friendly for agency managers. (NRC will provide all previous comments received to the selected Contractor for their use in developing recommendations.) NRC will inform the Contractor of the chosen recommendations and provide any additional input for the revision process.

Within 60 business days of receipt of NRC's response to the recommendations document, the contractor shall provide DFM/OCFO with a first draft revision of the MD for review.

Within 5 business days of receiving DFM comments on the first draft, the contractor shall provide NRC with a revised draft of MD/Handbook 4.4 which incorporates DFM input. This version will be used for NRC review and comment. (NOTE: The review and comment period for NRC offices is 20 business days.)

Within 10 business days of receiving NRC office edits/comments on the draft MD 4.4, the Contractor shall provide NRC with a proposed comment resolution document, which resolves office comments.

Within 10 business days of receiving DFM's response to the comment resolution document, the contractor shall provide NRC with a final revision of MD/Handbook 4.4 that incorporates the accepted or amended comments and revises the comment resolution documentation, if necessary.

4.1.4 Acceptance Criteria: Each version of the document shall be in management directive format, free of typographical or formatting errors, and shall incorporate all DFM/OCFO or NRC comments in each revision.

4.1.5 NRC Furnished Material and Equipment: NRC will furnish access to information and personnel necessary for the completion of the MD review.

4.1.6 Additional Guidance and/or References: None

4.2 Task 2 – Develop Internal Controls Training

4.2.1 Requirement: The contractor shall develop a ½ day (3 hour) training session for NRC managers. The primary topic of the training shall be the roles and responsibilities of NRC managers for internal control. The training shall reflect the key requirements of MD 4.4 and OMB Circular A-123, as well as providing reference materials for the participants' use after the training is concluded. Topics may include: defining assessable units; assessing risk; the need for periodic reassessment of risk; and providing annual reasonable assurance.

4.2.2 Standard: The contractor shall submit the draft curriculum, training manual, and course materials to NRC for review.

4.2.3 Deliverable: The contractor shall develop a curriculum, training manual and course materials, to be approved by NRC. The curriculum shall be designed to fit the ½ day timeframe. Course materials will include a course evaluation form, for participants to evaluate the training sessions. Materials will be revised, if necessary, after each round of training based on participant feedback.

4.2.4 Acceptance Criteria: All documents are to be prepared using MS Office format (Word, Powerpoint, or Excel) and submitted electronically to the Technical Monitor with a copy provided to the Project Officer. A master copy of the training materials shall be provided to NRC ready to print (Final) such that NRC can produce the training manuals in-house. (Note: The NRC standard software is expected to shift to MS Office products after the award date of this contract; however, producing materials to that eventual standard is desired, since training will be an ongoing requirement.)

4.2.5 NRC Furnished Material and Equipment: NRC will print the training manuals and other course materials from the final copies provided by the contractor for each training session.

4.2.6 Additional Guidance and/or References: The NRC Project Officer shall provide direction via the project planning process.

4.3 Task 3 – Provide Training

4.3.1 Requirement: The contractor shall conduct training sessions NRC managers, two sessions per day, for up to 40 participants per session. The sessions shall be conducted at: (1) NRC’s Rockville, MD, Headquarters (HQ) location, (2) PDC location at Bethesda, MD, and at NRC’s regional offices (RO) located at (3) King of Prussia, PA, (4) Atlanta, GA, (5) Lisle, IL, and (6) Arlington, TX. The estimated schedule for training includes:

Contract Period	HQ Sessions*	RO Sessions	Total
Base Period	4	2	6
Option Year 1	6	6	12
Option Year 2	6	4	10
Option Year 3	4	2	6
Option Year 4	4	2	6
Total	24	16	40

* There will be two sessions of training each day.

Training dates will be determined by NRC in conjunction with the Contractor during the project planning process.

4.3.2 Standard: Within timeframes established in the project plan.

4.3.3 Deliverable: The contractor shall provide an instructor, approved by NRC, for each training session. The sessions will be conducted using the approved curriculum developed under Task 2, above. The first day (two sessions) of training shall be a pilot test of the course, after which adjustments will be made prior to conducting additional sessions.

4.3.4 Acceptance Criteria: The instructor shall have at least two years experience conducting training sessions on financial management, internal controls or related subjects for Federal government organizations. It is preferable that the instructor be familiar with the structure, functions, and financial management environment of NRC

4.3.5 NRC Furnished Material and Equipment: The HQ training will be conducted on a space-available basis at the Professional Development Center, Bethesda, MD.

4.3.6 Additional Guidance and/or References: The NRC Project Officer shall provide direction via the project planning process.

4.4 Task 4 – Refine Training Materials as basis of online course

4.4.1 Requirement: The contractor shall review existing NRC online courses and recommend which internal controls information from the course for managers developed in Task 2 would be appropriate for inclusion in an online internal control course for all employees. The goals for the online training

would be same as the goals for the manager training, e.g. inform employees of their roles and responsibilities for internal control and highlight the key requirements under OMB Circular A-123 and other guidance.

4.4.2 Standard: Within timeframes established in the project plan. Accomplishment of this task must be preceded by the development of materials for Task 2.

4.4.3 Deliverable: The contractor shall provide the recommendation for online course content shall be in PowerPoint slide format that can be easily converted by NRC into a web-based training format. The content shall be of an appropriate length such as to be review by most employees in 30 minutes or less when taking the training.

4.4.4 Acceptance Criteria: The draft content recommendation shall be provided within the timeframes established in the project plan. NRC will review and comment upon the draft. Within 10 working days of receiving NRC comments, the contractor shall provide a final document which incorporates the comments to the NRC Technical Monitor, with a copy to the Project Officer.

4.4.6 NRC Furnished Material and Equipment: NRC will provide hard copies of the materials used in similar on-line training courses, to allow for contractor review in formulating the recommendation for on-line course content.

4.4.7 Additional Guidance and/or References: None

5.0 Labor Categories/ Personnel Qualifications

The contractor shall provide personnel that meet the minimum qualifications stated below:

- 1) Subject Matter Expert. The SME shall have at least four years experience working with federal financial management, including knowledge of OMB Circular A-123 and/or internal controls in the Federal Government.
- 2) Instructional Systems Designer. The instructional systems designer shall possess a four year degree in business or a related field and have no less than two years experience in designing training courses.
- 3) Instructor. The instructor shall have at least two years experience conducting training sessions on internal controls or related subjects for Federal government organizations.

6.0 Period of Performance

The period of performance will be from the date of award for one year, with four option periods of one year each, subject to availability of funds. NRC reserves the right to exercise the one-year options.

7.0 Place of Performance

Work for this contract shall be performed primarily at the Contractor's site, using e-mail, telephone, conference calls, and similar means to accomplish routine contacts with NRC staff. On occasion, the work will require the Contractor's staff to be on-site at NRC headquarters, 11555 Rockville, Pike, Rockville, Maryland. For those requirements, NRC will provide access to the staff and locations necessary to complete the work. The Contractor shall inform the Project Manager in advance when such requirements are going to occur. Training sessions shall be held at the HQ location and in NRC's four regional offices (listed under Task 3, above).

8.0 Travel

An initial project planning meeting will be held after contract award at the NRC headquarters building to discuss contents of the project plan. Status updates shall be provided at weekly status meetings, which will be held primarily via conference call. Travel will be paid in accordance with Federal Travel Regulations. Invoices shall contain documentation for all travel costs.

The Contractor will be reimbursed for local travel when commuting from the contractor's facility to NRC headquarters in Rockville, MD to attend weekly meetings and to Bethesda, MD for training sessions, unless the contractor does not charge for local travel and/or it is included in their loaded GSA hourly labor rates as part of overhead. The Contractor will also be reimbursed for travel to the Regional Offices to conduct regional training sessions. The Contractor should ensure that all travel is coordinated with the Technical Monitor.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

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

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.247-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) F.O.B. DESTINATION	NOV 1991

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on award date and will expire on one year after. The term of this contract may be extended at the option of the Government for an additional 4 one-year options.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Ruth Spencer

Address: US Nuclear Regulatory Commission
Mail Stop T9 C4
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-0569 Email: RES3@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) – Only applies to CLIN 005 Local Travel

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

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

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

[REDACTED]

[REDACTED]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.4 SEAT BELTS

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

H.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,	SEP 2006

52.222-50	AND OTHER ELIGIBLE VETERANS COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-1	PAYMENTS	APR 1984 – Applies to clin 04
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007 – Applies to clin 01-03
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 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 (5) years.

I.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete

the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 541219 assigned to contract number NRC-09-07-664.

[Contractor to sign and date and insert authorized signer's name and title].

I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a

result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.5 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>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1.	Billing Instructions for Labor Hour Contracts.
2.	Management Directive 3.7, "NUREG-Series Publications" available at http://adamswebsearch2.nrc.gov/idmws/doccontent.dll?library=PU_ADAMS^PBN_TAD01&ID=042540040
3.	§2009.570 NRC "Organizational Conflicts of Interest" available at http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html#_1_70

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
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 and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4

Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No: _____
(b) Voucher/Invoice No: _____
(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name: _____
Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

Amount Billed

	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.