

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

ACQUISITION NO. HR-07-715
07-23-2007
PAGE 1 OF 21

2. CONTRACT NO. NRC-38-07-715
3. AWARD/EFFECTIVE DATE 09-28-2007
4. ORDER NO.
5. SOLICITATION NUMBER 07-715
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Monique B. Williams
b. TELEPHONE NO. (No Collect Calls) 415-0250
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Monique B. Williams, CMB4
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: 611430
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING N/A
14. METHOD OF SOLICITATION
 RFQ IFB RFP

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

17a. CONTRACTOR/OFFEROR CODE 062661272 FACILITY CODE
WESTINGHOUSE ELECTRIC COMPANY LLC
4350 NORTHERN PIKE
MONROEVILLE PA 151462808
TELEPHONE NO. 724-722-5002
18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7-I-2
Attn: (NRC-38-07-715)
Washington DC 20555
CODE 3100

17b. 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. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide AP1000 training to NRC inspectors that will be responsible for providing design review and safety evaluation for new nuclear power plant licensing related regulatory processes.</p> <p>See attached for Statement of Objectives (Attachment B); and the attached Pricing Schedule.</p> <p>This is a Firm Fixed Price - Requirements Type Contract</p> <p>Base Year Period of Performance: 9/28/2007-9/27/2008; and Option Year 1 Period of Performance: 9/28/2008-9/27/2009</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				
SUBTOTAL					\$714,138.00

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
Appropriation No.: 31X0200; B&R No.: 7-8415-171114;
Job Code: X8496; BOC: 251F Amount Obligated: \$500,000
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$714,138

27a. 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.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR *[Signature]*
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *[Signature]*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Customer Project Manager
30c. DATE SIGNED Sept. 28, 2007
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King
Contracting Officer
31c. DATE SIGNED 9/28/2007

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

OCT 03 2007

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BASE YEAR (9/29/2007 - 9/27/2008)				
0001	AP1000 PILOT TRAINING PROGRAM				\$516,013.00
0002	1ST TRAINING COURSE - UPDATED COURSE BASED ON FEEDBACK FROM THE PILOT				\$59,375.00
0003	2ND TRAINING COURSE				\$69,375.00
0004	3RD TRAINING COURSE				\$69,375.00
	The items under the Base Year includes: Development of materials(including exams); presentation of the Pilot program for 10-25 students, three (3) training courses for 10-25 Students.				
	OPTION YEAR 1 (IF EXERCISED)				
0005	AP1000 TRAINING COURSES				\$216,000.00
	The training course includes 9 1/2 day training program for up to 35 students.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/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)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 PROJECT TITLE	1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987).....	1
B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988).....	1
B.4 DURATION OF CONTRACT PERIOD (MAR 1987)-ALTERNATE 4 (JUN 1988).....	1
B.5 STATEMENT OF WORK.....	2
B.6 DELIVERY SCHEDULE	5
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	7
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007).....	8
C.3 52.216-18 ORDERING (OCT 1995)	12
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995).....	13
C.5 52.216-21 REQUIREMENTS (OCT 1995).....	14
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	14
C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....	14
C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	15
C.9 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993).....	17
C.10 2052.215-70 KEY PERSONNEL (JAN 1993)	18
C.11 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)	19
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-19
BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	21-24

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

This project is entitled, "New Reactor Training - AP1000 Design."

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide a training course on AP1000 technology for NRC inspectors that will be responsible for performing design review and safety evaluation for new nuclear power plant licensing related regulatory processes. The training course on AP1000 must include: student text manuals, presentation handouts, instructor guide, and course examinations.

B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$714,138. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$500,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

Please refer to the Payment Schedule in Section B.6.

B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on 9/28/2007 – 9/27/2008. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional one year.

B.5 STATEMENT OF WORK

1.0 BACKGROUND

The Nuclear Regulatory Commission regulates the civilian nuclear industry to ensure adequate protection of the health and safety of the public and the environment, by establishing standards and regulations, conducting safety evaluations to issue licenses for nuclear facilities, and inspecting the facilities of licensees to ensure compliance with the regulations.

In support of this mission, specialized technical training programs are developed and maintained by the NRC training and development department.

2.0 OBJECTIVE

The contractor shall provide a training course on AP 1000 technology to NRC inspectors that will be responsible for performing design review and safety evaluation for new nuclear power plant licensing related regulatory processes. The training course on AP1000 technology must include: student text manuals, presentation handouts, instructor guide, and course examination. These courses are designed to give NRC staff and other trainees an understanding of design basis and operation of new reactors.

3.0 SCOPE

The Contractor shall furnish qualified personnel, materials, and services to develop, present, and maintain courses for the AP1000 design. Upon approval of the course material, the course shall be taught by the contractor to selected group of NRC staff as a pilot. The course material shall be updated according to the feedback provided during pilot; and an updated course shall be taught by the contractor.

The Contractor will be required to:

- a. Provide a detailed course schedule, including a breakdown of course topics, learning objectives, and times to be spent on each topic.
- b. Provide appropriately bound training materials for student use during the course (course materials, handouts, examinations, etc.) unless specified otherwise in this contract. These materials shall be prepared using the Contractor's facilities and resources prior to course presentation and will be corrected for errors identified in previous courses. For courses conducted at NRC facilities, contractor use of NRC equipment (copying machine, FAX machine, etc.) is prohibited without the express permission of the NRC Site Director.
- c. Provide an instructor guide to support presentation of the course. As a minimum, the guide shall consist of a detailed course outline, clearly defined learning objectives for each topic, a description of each visual aid and a formal lesson plan for presenting the lecture, exercises, and demonstrations.
- d. Develop/furnish and utilize visual aids (viewgraphs, slides, actual components, etc.) as much as possible to assist student understanding. All materials will be developed per the NRC Training style guide (please see Amendment No. 02).
- e. Projection graphics for classroom use shall be produced in color computer presentation format using Microsoft PowerPoint, and black and white hard copies provided in the student manual. The course Instructor(s) will have access to Microsoft Windows based PC with LCD projector, Windows XP operating system and Microsoft Office 2003 software. A copy of all training material shall also be delivered in MS Office format as well as PDF format on a CD or DVD. The files in PDF format may be loaded on NRC's internal website as reference material. All materials developed are considered works-for-hire and become NRC property.

NRC-38-07-715

- f. Provide the NRC Project Officer, sixty (60) days prior to the start of the first course (and prior to the start of subsequent courses if revised), a copy of the following material: course schedule, texts and handouts to be provided to the students. The NRC Project Officer will approve/disapprove the material within twenty-one (21) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material. NRC approval of the material shall be required at least twenty-one (21) days prior to the start of each course.
- g. Within thirty (30) days after completion of the course, the contractor shall correct all errors noted during the course and/or identified on the course evaluation sheets and update the course materials. The correction of errors that do not change the content of the course (spelling, grammar, etc.) do not require approval by the NRC Project Officer.
- h. Notify the NRC Project Officer within forty-five (45) days of the start of a course of any changes that need to be made to the course material due to changes in the technology, course evaluations, or due to recent events. The new material that will be added to the course shall be reviewed by the NRC Project Officer within fourteen (14) days after receipt from the Contractor. The Contractor shall correct any deficiencies and resubmit the material. NRC approval of the material shall be required at least fourteen (14) days prior to the start of each course.

The minimum background of the trainees or the course prerequisites include:

- a. An introduction to power plant engineering fundamentals course
- b. A one week Pressurized Water Reactor (PWR) systems description course
- c. Two day introduction to new reactor training for AP1000 systems.

3.1 Course Description

The course materials must include the following:

- i. Detailed design description, with emphasis on major differences from existing US plants in technical specifications and operation.
- ii. Description of design basis such as codes and standards (for example see 10 CFR Part 50, 52 etc.), and regulatory guides used in system design and safety analysis including basis for technical specifications.
- iii. Tier 1, Tier 2, and Tier 2* information, and Acceptance Criteria per design control documentation as described in 10 CFR part 52.
- iv. Any significant unresolved technical items and expected supplemental information such as topical reports, and technical action items expected to be addressed in combine license application.
- v. Anticipated response of the plant to hypothetical transients
- vi. Design basis accidents and associated system response

3.1.1 The information for the course should be taken from existing similar courses and design control documentation being developed or submitted to NRC for certification. This reference material can be accessed via the following websites:<http://www.nrc.gov/reactors/new-licensing/design-cert/ap1000.html>, the NRC Electronics Reading Room at <http://www.nrc.gov/reading-rm.html>, Agency wide Documents Access and Management System (ADAMS) at <http://www.nrc.gov/reading-rm/adams/web-based.html>, and the Public Document Room currently located at the NRC Headquarters in Rockville, MD.

3.1.2 Course goals can be accomplished through a combination of following

- i. Classroom presentations;
- ii. Demonstrations, video clips, or films ;
- iii. Online contents;
- iv. Engineered PC based simulations; and
- v. Other training aids as appropriate.

3.1.3 Total duration of training is expected to be about two weeks. An example of course outline is enclosed as attachment (please see Amendment No. 3), which can be used as a guideline for the technical

NRC-38-07-715

proposal. The contractor may propose alternate outline and duration options. The final proposed outline of topics will be reviewed and approved by the Project Officer.

3.3 Key Personnel

- a. The course shall be conducted by a minimum of Two (2) Individuals (One Instructor and One Subject Matter Expert). These individuals must have expertise in the areas of nuclear power generating facilities design and operations.
- b. The instructors shall have good command of information included in design control documents normally submitted to the NRC as application for a license or design approval.
- c. The instructor shall be capable of instructing a class with wide background, type and level of experience of the trainees. The minimum prerequisite of the course is described in a previous subsection titled "Scope".
- d. Key Personnel shall have significant commercial nuclear industry experience and no less than 5 years of nuclear power industry related training experience.

3.4 General Information

- a. Typical class size shall be established based upon the availability facility and is expected to be about 25-35 students. The pilot class size will be approximately 10-25 students. If more than 10 students are in attendance, the NRC will cover the reproduction costs for those additional students.
- b. Classes shall start typically at 8:00 AM and end at 4:00 PM, except on the last course day, generally Friday, the classes shall start at 8:00 AM and end at 12:00 noon to allow for students travel. During instruction, the instructors should allow for 10 minute breaks about every hour and one hour for lunch. Approximately 6 hours of instruction time shall be available per day, and 3.5 hours of instruction time available on the last day of the course. Student learning shall be confirmed by giving written test or exams related to the course learning objectives.
- c. The Contractor shall arrive in sufficient time prior to the start of each class to check/setup the training rooms, layout course materials, prepare equipment, etc. as necessary.
- d. On the first day of each class, the Contractor shall ensure required student registration forms are completed and shall inform participants of the requirements for satisfactorily completing the objectives of the course.
- e. The NRC Project Officer shall be responsible for the review and approval of contractor developed course materials.

3.5 Number of Courses, Course Scheduling, and Location

- a. Upon approval of the course material, the course shall be taught by the contractor to selected group of NRC staff as a pilot. The course material shall be updated according to the feedback provided during pilot; and an updated course shall be taught by the contractor.
- b. Exact course dates will be arranged with the Contractor at least thirty (30) days before each course. Courses will be formally scheduled via a delivery order form. During the option years it is expected that the course may be offered three (3) times a year. If the requirement changes and NRC determine that the course is not required, the contractor will be notified no later than two (2) weeks prior to the course start date. NRC has the right to reschedule the session without additional obligation to the government. A revised delivery order form will be completed by the parties with the new dates.
- c. The courses shall normally be taught near the NRC Headquarters, greater Washington D.C. metropolitan area (approximately 50 miles from D.C.) or at NRC's Professional Development center in Bethesda, Maryland. The NRC may also require the contractor to conduct this course at one of the four NRC regional offices located in King of Prussia, PA; Atlanta, GA; Lisle, IL; Arlington, TX; or at the Technical Training Center in Chattanooga, TN. In the event such a requirement occurs, the Contracting Officer will notify the contractor and the contract will be modified to cover any changes in the travel expenses.

3.6 Future Course Revisions

The NRC reserves the right to notify the contractor in writing for following additional work, in case it becomes necessary in future. Any such additional work shall be within the scope of the contract and shall be completed during the term of this contract.

- a. The Contractor may be required to modify all or part of the training materials developed for the course at the direction of the NRC Project Officer. A specific contract modification will be issued for any required course modifications.
- b. The NRC may request the Contractor to develop additional specialized lectures or training courses on topics related to those in this statement of work during the period of contract performance. A specific contract modification would be issued for any additional work requested.

4.0 MEETINGS AND TRAVEL

- a. Within 30 days of contract award, a meeting will be held at the Contractor's facility with the NRC Project Officer and technical representatives to discuss the course outline, lesson objectives, material preparation, facility for presentation and any other information required for course presentation.
- b. Prior to this meeting a detail schedule shall be submitted identifying delivery dates for each chapter or module and delivery date of complete course.
- c. Further meetings or telephone conference calls are expected during the development phase at reasonable period (e.g. monthly). A progress report shall also be provided to the NRC Project Officer, at least monthly or prior to meetings/conference calls. A weekly update against the project schedule shall be provided to Project Officer via email or secured web page.

5.0 NRC FURNISHED MATERIAL

- a. The NRC will provide facilities for conducting the course and provide necessary audio-visual equipment.
- b. The NRC will furnish, at the time of each course presentation, student registration forms and course evaluation sheets for each student.
- c. The NRC shall be responsible for preparing course announcements, student registration, and preparing course completion certificates.
- d. The NRC will provide a style guide for material development (see Exhibit II)

6.0 SUBCONTRACTS

No subcontracts are anticipated for this contract. However, any subcontract would require prior written permission of the NRC Contracting Officer.

B.6 DELIVERY SCHEDULE/PAYMENT SCHEDULE

Milestones:

- a. Within thirty (30) days of contract award – Kick-Off Meeting between the contractor and program office to discuss the schedule, meet developers and instructors, work out details as to how information will be exchanged for review and comments.
- b. Within forty-five (45) days of contract award – a detailed draft of course outline submitted to the NRC Project Officer for review.
- c. Within ninety (90) days of contract award - draft course materials (student manuals, etc.) submitted to the NRC Project Officer for review.
- d. Within one hundred twenty (120) days of contract award - ready for presentation of the first course.

Course Presentation Reports

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

- a. A cover letter report discussing accomplishments, problems, recommendations for improvement, and status of correcting errors found during the course presentation.
- b. Original student attendance, evaluations, and comment sheets shall be left for the Project Officer at the end of the course. A copy of evaluations and comments sheet can be taken by the instructors and a summary of student comments and response shall be included in the report.

Final Report

The Contractor shall furnish a final report in accordance with NRC Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series" by the end date of the contract. Five copies shall be sent to the Project Officer and one copy to the Contracting Officer. The report shall contain as a minimum:

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

The final report and transfer of all government furnished materials, all contractor developed materials, and all material used in delivery of course to the Project Officer shall be done prior to the contract completion. The training related material shall be provided in both original electronics and paper format.

PAYMENT SCHEDULE

BASE YEAR:

<u>Deliverables</u>	<u>% of Base Year</u>	
	<u>Price</u>	<u>Percentage</u>
Within 45 Days of Contract Award - Submission and Acceptance by NRC of the Project Plan and Draft of Detailed Course Outline	\$	[REDACTED]
Within 90 days of Contract Award - Submission and Acceptance of Draft Course Materials for the Pilot (student manuals, etc..)	\$	[REDACTED]
120 days of Contract Award - Presentation of the Pilot Course and Delivery FINAL materials	\$	[REDACTED]
Total Price for Pilot Program	\$	[REDACTED]
For Training Classes (1, 2, and 3) - Payment Upon Completion of Class:		
1st Training Class	\$	[REDACTED]
2nd Training Class	\$	[REDACTED]
3rd Training Class	\$	[REDACTED]

OPTION YEAR 1:

100% of Payment Upon Completion of Class:
(\$72,000 per class @ 3 classes)

SECTION C - CONTRACT CLAUSES

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS	MAY 2004

**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS
(FEB 2007)**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

1. Paragraph (o) of FAR 52.212-4 is superseded by the Contractor's warranty clause set forth hereto."

"WARRANTIES - Westinghouse warrants that the services will reflect competent professional knowledge and judgment. The warranty period shall expire 6 months from the date of completion of the services. Nonconformities, for which notification in writing within the warranty period is provided to Westinghouse by Purchaser, shall be corrected by reperformance of the nonconforming portion of the service. If such remedies are impracticable, Westinghouse may refund the purchase price for the services or provide another commercially reasonable alternative remedy. This warranty is conditioned upon proper handling by the Purchaser and upon the Purchaser providing access so that Westinghouse may fulfill its warranty obligations. The warranties set forth herein are exclusive and in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for purpose and all warranties arising from course of dealing or usage of trade). The remedies set forth for the time and in the manner provided above, shall be Purchaser's exclusive remedies for failure of Westinghouse to meet its warranty Obligations, whether based in contract, in tort (including negligence or strict liability), or otherwise."

Reason: This is the standard Westinghouse warranty for services and its inclusion is required per Westinghouse policy. It is also required because, contrary to Paragraph (0), it excludes merchantability and fitness for purpose warranties.

(2) "PROPRIETARY INFORMATION - Specifications, drawings, data, software, and other information transmitted by Westinghouse to Purchaser in connection with Westinghouse's offer and any resulting sale are the property of Westinghouse or its suppliers. Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced, copied or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the prior written permission of Westinghouse. The provisions of this article shall not apply to information which: (i) is or becomes generally available to the public through no act or fault of the Purchaser; (ii) is, prior to disclosure hereunder, already in the possession of the Purchaser and was received without restriction on disclosure; (iii) is hereafter rightfully received from a third party who did not receive the same from Westinghouse; or (iv) is required by law or governmental agency to be disclosed, after the Purchaser notifies Westinghouse of the disclosure requirements and affords Westinghouse an opportunity to object to and minimize such disclosure and Purchaser cooperates with Westinghouse in seeking confidential treatment of any information disclosed.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)

(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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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 (July 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.

NRC-38-07-715

- (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 (Sept 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) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 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.
- (12) 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).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

NRC-38-07-715

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(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)).

(25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

(26)(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 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(28) 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).

(29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(31) 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)).

(32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

NRC-38-07-715

(34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(37)(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:

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 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 (Feb 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

NRC-38-07-715

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 (vii) 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 (Mar 2007) (E.O. 11246).

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 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 (July 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 the effective date of the contract through the end of the effective period.

(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.

NRC-38-07-715

(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 one, 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 3 training programs;

(2) Any order for a combination of items in excess of 3 training programs; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 30 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 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

NRC-38-07-715

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

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 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 two years.

C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond January 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond January 2008 of the base year until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.8 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.9 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

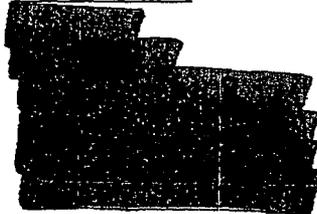
(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

C.10 2052.215-70 KEY PERSONNEL (JAN 1993)

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

<u>Name</u>	<u>Position Title</u>
	

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.

NRC-38-07-715

(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.

C.11 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: Mr. Salman Haq

Address: U.S. Nuclear Regulatory Commission
Office of Human Resources, GW WO5A6
Washington, DC 20555-0001

Telephone Number: (301) 492-2289

(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.

NRC-38-07-715

(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:

NRC-38-07-715

(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.

NRC-38-07-715

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- 1) Firm Fixed Price Billing Instructions

NRC-38-07-715

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.