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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

Period of Performance: September 30, 2007 through September 29, 2010

CLIN	TRAINING COURSE/TRAINING MANUALS	QTY.	UNIT	UNIT PRICE	TOTAL
001	FY2008 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$19,000.00
002	Additional Training Course Manuals		EACH		\$900.00
003	FY2008 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$19,000.00
004	Additional Training Course Manuals		EACH		\$900.00
005	FY2009 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$20,000.00
006	Additional Training Course Manuals		EACH		\$900.00
007	FY2009 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$20,000.00
008	Additional Training Course Manuals		EACH		\$900.00
009	FY2010 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$21,000.00
010	Additional Training Course Manuals	7	EACH		\$900.00
011	FY2010 – 32 Hr. Training Course in "Corrosion and Corrosion Control in LWRs."		EACH		\$21,000.00
012	Additional Training Course Manuals		EACH		\$900.00
			Total		\$125,400.00

B.2 DELIVERY SCHEDULE

ITEM	DESCRIPTION	QUANTITY	SCHEDULE
1	Draft course outline, schedule and learning objectives	1 Сору	Within 60 days after contract award
2	Draft student materials, handouts	1 Сору	Within 90 days after contract award
3	Final course outline, schedule, student materials, handouts	As specified for the number of students registered to attend the course.	30 days prior to the start of the course. Delivered to the course session location.
4	Course Completion Report	1 Сору	30 days after completion of a course

SECTION C - CONTRACT CLAUSES

52.204-7 CENTRAL CONTRACTOR REGISTRATION

JUL 2006

C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items

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:

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:

[X] (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).

[X] (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.

[(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.

[X] (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).

[X] (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C 632(a)(2)).

[X] (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).

[X] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (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).

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

[X] (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).

[X] (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)).

[X] (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).

[X] (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)).

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

[] (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:

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

[X] (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.).

[X] (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.

Section C

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (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 52.216-22 INDEFINITE QUANTITY (OCT 1995)

C-4

Section C

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2010.

C.4 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.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

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SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

STATEMENT OF WORK

Corrosion and Corrosion Control in Light Water Reactors

Background

The Nuclear Regulatory Commission (NRC) is responsible for inspecting license holders who generate electrical power from light water reactors to determine whether operations are conducted in compliance with Federal regulations and license conditions and to identify conditions which might adversely affect the health and safety of the public, the environment, or the common defense and security. Also, the NRC is responsible for review and approval or denial of license changes. The office of Nuclear Reactor Regulation has determined that the current staff responsible for review of license changes and new actions related to component integrity requires training in corrosion and corrosion control in light water reactors.

Contract Objective

The purpose of this procurement is to obtain a course that will provide a practical familiarization with corrosion and corrosion control in light water reactors:

- 1. Corrosion in Boiling Water Reactor (BWR) internals and piping,
- 2. Corrosion in Pressurized Water Reactor (PWR) steam generators,
- 3. Corrosion in PWR control rod drive mechanisms, and
- 4. Corrosion caused by the use of boric acid.

This course will be presented once in Fiscal Year 2008 with options for one additional course in FY 2008, up to two additional course presentations in FY 2009 and up to two course presentations in FY 2010.

Item No.	Description
1	FY2008 – 1 Course
Optional Items	
2	FY2008 – 1 Course
3	FY2009 – 1 Course
4	FY2009 – 1 Course
5	FY2010 – 1 Course
6	FY2010 – 1 Course

Scope of Work

The contractor shall furnish the necessary qualified personnel, materials and services to develop and present a training course in accordance with the attached list of proposed topics (Attachment 1). Course length is anticipated to be approximately 24 to 32 hours of instruction.

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Course Development and Presentation

1.

- a. The course objectives shall be accomplished through a combination of lectures, discussions, case studies of actual corrosion and corrosion control programs.
- b. The contractor shall develop a detailed outline and schedule of the subjects to be covered. The content of the final outline shall be approved by the NRC Project Officer.
- c. The contractor shall use lesson plans for presenting the lectures and demonstrations. The contractor shall develop course objectives and specific learning objectives for each topic.
- d. The contractor shall provide each student with a 3-ring binder (or similar type binder) containing text and handout materials. The contractor shall provide for each student, a copy of all PowerPoint slides and other important visual aids used during the presentation of the course.
- 2. Technical Qualification Requirements

Any proposed instructors should be intimately familiar with types of corrosion and corrosion control methods used at both BWR and PWR and have experience in either applying the methods in the industry and/or providing training/briefings on the methods themselves.

- 3. General Information and Requirements
 - a. The number of students in each course shall be approximately twenty (20) to twenty-five (25) with one (1) additional observer designated by the NRC Project Officer.
 - b. Classes shall typically start at 8:30 AM and end about 4:00 PM, allowing 10 minute breaks about every hour and one hour for lunch. Approximately 7 hours of instruction time are available per day.
 - c. The contractor shall arrive in sufficient time prior to the start of the class to check/setup the training room, layout course materials, prepare equipment, etc. as necessary.
 - c. On the first day of class, the contractor shall ensure required student information sheets are completed and shall inform participants of the requirements for satisfactorily completing the objectives of the course.
 - Exact dates for the course are to be arranged with the contractor at least sixty (60) days before the course. The NRC Project Officer and the contractor will mutually agree to the actual date the course will be conducted.

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Section C

- e. The NRC will notify the contractor no later than thirty (30) days prior to the time the course is scheduled to begin if rescheduling is necessary due to insufficient student enrollment.
- f. The NRC Project Officer will review the material and provide their approval or disapproval within fourteen (14) days after receipt from the contractor. If the material is determined to be unacceptable by the NRC Project Officer, the contractor shall correct any deficiencies and resubmit the material for approval. NRC approval of the material will be required at least thirty (30) days prior to the start of the course.

It is anticipated that the course material (once finalized) will remain stable during the period of performance of this contract.

4. Reporting Requirements

The contractor shall submit a letter report summarizing the course activities at the completion of each course.

The report shall include as a minimum:

- a. Original and summary of student course evaluations
- b. A list of students and completed student information sheets
- c. Contractor's recommendation for course improvement

NRC Furnished Material

Upon request, the NRC will furnish the contractor with at least one copy of applicable NRC documents deemed necessary to support course development and presentation, such as Regulatory Guides, Information Notices, Bulletins and NUREGs.

The NRC will furnish, during the draft course material development phase student information sheets and student course evaluation forms. These will be used to collect student data and information during the course presentation.

The NRC shall be responsible for preparing course announcements, student registration, scheduling classrooms and other course administrative details.

Place of Performance

The course will be presented at NRC Headquarters, Rockville, MD and Regional Offices as necessary.

Attachment 1

PROPOSED TOPICS FOR CORROSION AND CORROSION CONTROL COURSE

MAIN TOPIC	SUBTOPIC
Fundamentals of Corrosion	1. The mechanism of Corrosion
	2. Types of Corrosion
Corrosion at Pressurized Light Water Reactors	1. Control Rod Drive Corrosion
	2. Boric Acid Corrosion
	3. Steam Generator Corrosion
Corrosion at Boiling Light Water Reactors	1. Reactor Internals Corrosion
	2. Piping Corrosion
Corrosion Detection Methods	1. Safety System piping
	2. Non-Safety System piping
Corrosion Prevention Methods	1. Safety System piping
	2. Non-Safety System piping
Current Regulatory Guidance	