

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 36
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-27-08-307	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CFO-08-327
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Danielle Emche, 301-415-0676 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Division 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) THE GARRISON GROUP 12500 TWO FARM DR STE 100 SILVER SPRING MD 209042931	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 191329879	FACILITY CODE
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555	CODE
	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: (NRC-27-08-307) Washington DC 20555

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) (L)	14. ACCOUNTING AND APPROPRIATION DATA B&R No. 87P-15-5C1-161, Job Code N7315, BOC 252A, Appropriation No. 31X0200, Obligation \$43,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Contract Type: Indefinite Quantity, Fixed Unit Price Period of Performance: January 7, 2008 - January 6, 2013 5 year contract Current Obligation: \$43,000.00				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	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			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

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>3</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) Robert Garrison, Corp. Officer in charge	20A. NAME OF CONTRACTING OFFICER Stephen Pool Contracting Officer
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19B. NAME OF CONTRACTOR BY <u>Robert Garrison</u> (Signature of person authorized to sign)	19C. DATE SIGNED 1/4/08	20B. UNITED STATES OF AMERICA BY <u>Stephen Pool</u> (Signature of Contracting Officer)	20C. DATE SIGNED 1/7/08
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 08 2008

ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

Year 1 1/7/08 - 1/6/09

Item Number	Description of Service	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Award Compliance Review (Desk Audit-Only)				\$ 1,500.00
1a	Pre-Award Compliance Review - Report of Findings				\$ 800.00
1b	Post-Award Compliance Review - (Desk/Onsite Audit)				\$ 5,000.00
1c	Post-Award Compliance Review - Report of Findings				\$ 1,200.00
2	Investigative Services				\$ 5,350.00
2a	Investigative Services - Additional Issue Fee				\$ 1,200.00
2b	Investigation with Amendments				\$ 6,000.00
2c	Investigation - Consolidated Case				\$ 7,000.00
2d	Investigation - Expedited Case				\$ 1,500.00
2e	Investigation - Report of Findings		Report		
3	Technical Assistance Guidance				\$ 1,000.00
3a	Technical Assistance - Drafting Technical Documents				\$ 1,500.00
4	Consultation and Outreach				\$ 1,000.00
5	Training - Basic				\$ 3,850.00
5a	Training - Comprehensive				\$ 6,100.00
TOTAL					\$ 43,000.00

Year 2 1/7/09 - 1/6/10

Item Number	Description of Service	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Award Compliance Review (Desk Audit-Only)				\$ 1,560.00
1a	Pre-Award Compliance Review - Report of Findings				\$ 832.00
1b	Post-Award Compliance Review - (Desk/Onsite Audit)				\$ 5,200.00
1c	Post-Award Compliance Review - Report of Findings				\$ 1,248.00
2	Investigative Services				\$ 5,564.00
2a	Investigative Services - Additional Issue Fee				\$ 1,248.00
2b	Investigation with Amendments				\$ 6,240.00
2c	Investigation - Consolidated Case				\$ 7,280.00
2d	Investigation - Expedited Case				\$ 1,560.00
2e	Investigation - Report of Findings		Report		
3	Technical Assistance Guidance				\$ 1,040.00
3a	Technical Assistance - Drafting Technical Documents				\$ 1,560.00
4	Consultation and Outreach				\$ 1,040.00

5	Training - Basic		\$ 4,004.00
5a	Training - Comprehensive		\$ 6,344.00
TOTAL			\$44,720.00

Year 3 1/7/10 - 1/6/11

Item Number	Description of Service	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Award Compliance Review (Desk Audit-Only)				\$ 1,622.40
1a	Pre-Award Compliance Review - Report of Findings				\$ 865.28
1b	Post-Award Compliance Review - (Desk/Onsite Audit)				\$ 5,408.00
1c	Post-Award Compliance Review - Report of Findings				\$ 1,297.92
2	Investigative Services				\$ 5,786.56
2a	Investigative Services - Additional Issue Fee				\$ 1,297.92
2b	Investigation with Amendments				\$ 6,489.60
2c	Investigation - Consolidated Case				\$ 7,571.20
2d	Investigation - Expedited Case				\$ 1,622.40
2e	Investigation - Report of Findings		Report		
3	Technical Assistance Guidance				\$ 1,081.60
3a	Technical Assistance - Drafting Technical Documents				\$ 1,622.40
4	Consultation and Outreach				\$ 1,081.60
5	Training - Basic				\$ 4,164.16
5a	Training - Comprehensive				\$ 6,597.76
TOTAL					\$46,508.80

Year 4 1/7/11 - 1/6/12

Item Number	Description of Service	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Award Compliance Review (Desk Audit-Only)				\$ 1,687.30
1a	Pre-Award Compliance Review - Report of Findings				\$ 899.89
1b	Post-Award Compliance Review - (Desk/Onsite Audit)				\$ 5,624.32
1c	Post-Award Compliance Review - Report of Findings				\$ 1,349.84
2	Investigative Services				\$ 6,018.02
2a	Investigative Services - Additional Issue Fee				\$ 1,349.84
2b	Investigation with Amendments				\$ 6,749.18
2c	Investigation - Consolidated Case				\$ 7,874.05
2d	Investigation - Expedited Case				\$ 1,687.30
2e	Investigation - Report of Findings		Report		
3	Technical Assistance Guidance				\$ 1,124.86
3a	Technical Assistance - Drafting Technical Documents				\$ 1,687.30
4	Consultation and Outreach				\$ 1,124.86
5	Training - Basic				\$ 4,330.73
5a	Training - Comprehensive				\$ 6,861.67
TOTAL					\$48,689.15

Year 5 1/7/12 - 1/6/13

Item Number	Description of Service	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Award Compliance Review (Desk Audit-Only)				\$ 1,754.79
1a	Pre-Award Compliance Review - Report of Findings				\$ 935.89
1b	Post-Award Compliance Review - (Desk/Onsite Audit)				\$ 5,849.29
1c	Post-Award Compliance Review - Report of Findings				\$ 1,403.83
2	Investigative Services				\$ 6,258.74
2a	Investigative Services - Additional Issue Fee				\$ 1,403.83
2b	Investigation with Amendments				\$ 7,019.15
2c	Investigation - Consolidated Case				\$ 8,189.01
2d	Investigation - Expedited Case				\$ 1,754.79
2e	Investigation - Report of Findings		Report		
3	Technical Assistance Guidance				\$ 1,169.86
3a	Technical Assistance - Drafting Technical Documents				\$ 1,754.79
4	Consultation and Outreach				\$ 1,169.86
5	Training - Basic				\$ 4,503.96
5a	Training - Comprehensive				\$ 7,136.14
				TOTAL	\$50,303.92

GRAND TOTAL ---- \$232,901.87
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B.2 PROJECT TITLE

The title of this project is as follows:

Investigations and EEO and Civil Rights Outreach, Training, and Technical Support

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The contractor shall complete compliance reviews, investigations, technical assistance, consultation and outreach, and training, on an intermittent basis according to the needs of NRC employees and subsequent placement of orders.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.4 CONSIDERATION AND OBLIGATION

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$232,901.87. The Contracting Officer or designated ordering officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The minimum to be ordered by the Government under this contract is \$43,000.00.

(c) The amount presently obligated with respect to this contract is \$43,000.00. 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 MOL 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

I. BACKGROUND

The U. Nuclear Regulatory Commission's (NRC) Outreach and Compliance Coordination Program (OCCP) is a centralized function administered by the Office of Small Business and Civil Rights (SBCR) from its Headquarters office located in Rockville, Maryland except for the use of points of contact (POC) assigned to the various Headquarters offices and the NRC's four regional offices: Region I – 475 Allentown Road, King of Prussia, Pennsylvania; Region II – Atlanta Federal Center, 61 Forsyth St., SW, 23185 Atlanta, Georgia; Region III – 2443 Warrenville Road, Suite 210, Lisle, Illinois; and Region IV – 611 Ryan Plaza Drive, Suite 400, Arlington, Texas. NRC is responsible for issuing regulatory guidance, maintaining administrative and regulatory oversight, coordinating compliance with regulations, providing extensive outreach, conducting compliance reviews, investigating complaints and enforcing violations committed in NRC conducted and financially assisted programs and activities based on race, color, gender, religion, national origin, age, disability, sexual orientation, status as a parent, minority and low-income population status, and acts of reprisal raised under a variety of civil rights statutes, Executive Orders, and NRC's implementing regulations (Title 10 of the *Code of Federal Regulations* (10 CFR), Parts 4, 5, 2, and 19); the Atomic Energy Act of 1954; the Energy Reorganization Act of 1974; Title VI of the Civil Rights Act of 1964, as amended (including Limited English Proficiency and Environmental Justice); Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended, and other applicable civil rights statutes, Executive Orders, and legal authorities.

NRC desires to utilize the Garrison Group to perform equal opportunity services to assist the NRC's Office of Small Business and Civil Rights to carry out related program activities that are mandated by applicable civil rights statutes, Federal authorities, and NRC's regulations (Title 10 of the *Code of Federal Regulations*, Parts 4, 5, 2, and 19). The Garrison Group currently contracts with other Federal agencies to perform similar services regarding equal opportunity services, listed in Section II. *Purpose*, and as related to statutes and regulations (e.g., *Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended*), and legal authorities directed towards nondiscrimination in federally conducted and assisted programs and activities.

II. OBJECTIVE AND PURPOSE

The U.S. Nuclear Regulatory Commission (NRC) and the Garrison Group hereby enter into a contract for the Garrison Group to provide Equal Opportunity (EO) services to the NRC, Office of Small Business and Civil Rights (SBCR), Outreach and Compliance Coordination Program (OCCP). The services rendered include the following five tasking categories:

1. Compliance Reviews: conducting reviews and drafting reports of compliance findings for pre-awards and post-awards.
2. Investigations: conducting investigations and drafting reports of investigations for basic, amendment, consideration and mixed cases;
3. Technical Assistance: providing technical assistance and drafting related documents
4. Consultation and Outreach: providing consultation and conducting outreach activities
5. Training: providing training support in all of the aforementioned areas of tasks 1 – 4.

The U.S. Nuclear Regulatory Commission (NRC) requires the services of Garrison Group to provide services to assist NRC carry out its obligations to ensure nondiscrimination in NRC conducted and financially assisted programs and activities based on race, color, gender, religion, national origin, age, disability, sexual orientation, status as a parent, minority and low-income population status, and acts of reprisal.

III. SCOPE

The contractor shall fulfill the tasks involved with completing the 5 objective tasks and will be of an intermittent nature. Orders will be based on the fluctuating needs of NRC employees.

IV. TASK PERFORMANCE STANDARDS

IV.A. COMPLIANCE REVIEWS

Pre-Award Compliance Reviews

The need to have external contractors conduct compliance reviews will be determined by the NRC. All pre-award compliance reviews will be conducted in accordance with the provisions set forth under the relevant guidelines (e.g., Title VI and IX Coordination Regulations, and NRC regulations 10 CFR, Parts 4 and 5). Pre-award compliance reviews are required to be conducted and a report of compliance status made to NRC's Administrative Division of Management within 10 days of the receipt of request to conduct a compliance review. The Garrison Group shall receive a telephone inquiry to confirm their interest in conducting the pre-award compliance review, followed by transmission of an electronic file containing preliminary information to initiate the compliance review. The base file will contain the following items, where applicable.

- a. Letter from NRC's Division of Contracts requesting a pre-award compliance review be conducted.
- b. Application submitted for funding by the applicant/prospective recipient.
- c. Assurance Form (SF 424)
- d. SBCR letter of notifying the recipient of that the compliance review is being conducted, OMB approval for collection of information and data.
- e. SBCR Compliance Forms A and B

Not all base files will contain every item listed above. The Garrison Group shall inform the Project Officer of missing vital documents at the time of delivery of the base file. For purposes of establishing the required delivery date for a case, the case assignment will be considered received when electronically received by the Garrison Group. Upon completion of the pre-award compliance review, the Garrison Group will forward the file, including the ROI to the Project Officer. The file shall be provided to the Project Officer prior to the expiration of the allotted 10-day timeframe.

Post-Award Compliance Reviews

The need to have external contractors conduct Post-award compliance reviews will be determined by NRC. All post-award compliance reviews will be conducted in accordance with the provisions set forth under the relevant guidelines (e.g., Title VI and IX Coordination Regulations, and NRC regulations 10 CFR, Parts 4 and 5). The Garrison Group shall receive a telephone inquiry to confirm their interest in conducting the Post-award compliance review, followed by delivery of the base file to conduct the compliance review. The base file will contain the following items, where applicable.

- a. Letter authorizing the Garrison Group to conduct a post-award review on behalf of NRC.
- b. SBCR letter of notifying the recipient of that the compliance review is being conducted, OMB approval for collection of information and data.
- c. File documents related to the pre-award compliance review.

Not all base files will contain every item listed above. The Garrison Group shall inform the Project Officer of missing vital documents at the time of delivery of the base file. For purposes of establishing

the required delivery date for a case, the case assignment will be considered received when electronically received by the Garrison Group.

IV.B. INVESTIGATIVE SERVICES

1. The scope of the investigation will be determined by NRC as to the type of complaint, accepted issues and bases involved, and applicable EO laws and theories of discrimination. The Garrison Group shall receive a base file for each formal complaint to be investigated. The base file will contain the following items, where applicable.
 - I. Information pertaining to informal investigation efforts.
 - II. Letter acknowledging receipt of the complaint.
 - III. Letter notifying the complainant of the formal investigation.
 - IV. Letter notifying the recipient of the formal investigation.
 - V. Correspondence to and from the complainant.
 - VI. Correspondence to and from the recipient.
 - VII. Any other documentary evidence collected by SBCR staff or POC
 - VIII. Contact information (i.e. name, title, work address, telephone number, email address if available, etc.) of the complainant, recipient, and witnesses, if any, interviewed by SBCR staff or POC during the informal investigative process.

Not all base files will contain every item listed above. The Garrison Group shall inform the Project Officer of missing vital documents within three (3) business days of delivery of the base file. For purposes of establishing the required delivery date for a case, the case assignment will not be considered received until a complete base file is received by the Garrison Group.

2. **Amendments** – If the aggrieved person raises additional claims after the case is assigned for investigation, the Garrison Group shall immediately notify the NRC. If the complaint is amended to include an additional claim(s) after it is assigned to investigation, the Garrison Group will be provided an amended acceptance/dismissal letter and be requested to investigate the additional claim(s). The Garrison Group will also be provided an amended task order and invoice to cover the cost of investigating the additional claim(s). Each amendment received after the draft Report of Investigation (ROI) has been approved by NRC will be completed at the supplemental price stated in the Agreement with the applicable extension of timelines. If a complaint is amended the Garrison Group shall have an additional 45 days from the receipt of the amendment to complete the investigation each time the pending complaint is amended.
3. **Consolidations** – NRC may consolidate two or more complaints filed by the same complainant and may consolidate complaints filed by two or more complainants if the complaints consist of substantially the same allegations of discrimination or relate to the same matter. If NRC decides to investigate the new allegations as a consolidation of the ongoing investigation, the Project Officer shall contact the Garrison Group and take the appropriate steps to modify the delivery order via a modification of the price and extension of time. Consolidations received prior to the draft approval will be at the price stated in the Agreement with the applicable extension of timelines. Each consolidation received after the draft ROI has been approved by NRC will be completed at the supplemental price as stated in the Interagency Agreement with the applicable extension of timelines. If a pending complaint is consolidated the Garrison Group shall have an

additional 45 days from the receipt of the consolidation to complete the investigation each time the pending complaint is subject to an additional consolidation claim.

4. **Mixed Cases** - The Garrison Group shall complete mixed case investigations within 70 days of the date of the Investigative Plan approval. NRC agrees to refrain from amending or consolidating non-mixed case claims with mixed case claims.
5. **Requests for Extension** - NRC may grant an extension requested by the Garrison Group or the complainant if requested at least ten (10) business days before the due date of a ROI. A request supported by the written agreement of the complainant to extend the time limits will be granted by NRC if it is received before the due date of the final ROI. A request supported by the written agreement of the complainant may not extend the investigation period beyond the regulatory time limits for investigations.
6. **Computation of Time** - All time periods in this Statement of Work (SOW) stated in terms of days are calendar days, unless otherwise specified. The first day counted shall be the first business day after receipt of the case assignment or report, as applicable, and the last day of the time period shall be included, unless it falls on a Saturday, Sunday, or Federal holiday, in which case the period shall be extended to the next business day.
7. **Technical Approaches** - The Garrison Group may decide the appropriate technical approach for each specific investigation, based on the circumstances of each case. Acceptable approaches include conducting interviews through written correspondence, through email or by telephone. Other technical approaches may be used if approved by NRC. All pertinent testimony shall be secured from witnesses under oath or affirmation. To afford complainants an opportunity to show pretext, addenda to affidavits and/or supplemental affidavits from the primary parties to the complaint (i.e., complainant, responding management official) may be necessary.
8. **Collecting and Verifying Data** - The Garrison Group shall gather relevant documentary and statistical information for each investigation as outlined in, but not limited to, the Title VI and IX Legal Manuals for conducting investigations. If, the Garrison Group has difficulty in obtaining documentary evidence or statistical information, the Garrison Group shall contact the NRC.
9. **Conducting Interviews and Securing Testimony** - The method of securing testimony shall be consistent with the technical approaches outlined in this SOW. The Garrison Group shall at a minimum:
 - I. Provide proof of authorization to investigate.
 - II. Inform witnesses that they have been identified as having information relevant to the complaint.
 - III. Inform witnesses of their right to representation during the securing of testimony when applicable.
 - IV. Inform witnesses of their right to present evidence.
 - V. When taking affidavits, inform the affiant that the affidavit shall contain a narrative response to each question and that the statement must be given under oath, affirmation, or by written declaration that it is being made under penalty of perjury.
 - VI. If witnesses wish to change the substance of their affidavit, the Garrison Group shall allow the witnesses to change the affidavit and require them to initial each change made. If substantive changes to the testimony relating to the issue(s) are made, the rewritten and retyped, signed affidavit and the original affidavit shall be included in the investigative file. In this case, the Garrison Group shall explain the circumstances in the ROI.
 - VII. Provide the affiant the option to include additional relevant information.

VIII. Advise the witness immediately of the requirement to cooperate in the investigation. If the witness fails/refuses to cooperate, the Garrison Group shall immediately advise the Project Officer verbally or electronically of the witness' failure to cooperate. The failure of a witness to cooperate shall be documented in the ROI.

If the complainant or a witness fail to submit a signed affidavit within the time specified in a written notice from the contract investigator, the Garrison Group will bring the matter to the attention of the Project Officer or designee without delay. The amount of time the complainant or a witness is provided to respond to the contract investigator's written request will be determined by the contract investigator, based on the circumstances involved.

The contract investigator shall interview each witness identified by the parties to the complaint or that are identified through the investigative process on the basis of their known or presumed ability to furnish material and relevant testimony necessary to determine jurisdiction or to decide the merits of the case. The investigator shall include an Investigator's Note in the file if a witness suggested by parties to the complaint, or a key witness referenced in the affidavits and documents in the file, is not interviewed.

In conducting the interview, questions shall be posed to the witness in a clear and concise manner to obtain a proper response. The response to the questions should be stated in the affidavit in context so that the meaning is clear to the reviewer. The affidavit should include the witness' protected status (race, age, disability, etc.) for each basis alleged in the accepted issues of the complaint. The affidavits with original signatures **must** be contained in the original investigative file. The witness should only be given a copy of his/her own affidavit.

The contractor shall take steps to ensure that when affidavits or other documents in connection with the investigation are mailed to a witness' work location, the envelope is clearly marked **CONFIDENTIAL OPEN BY ADDRESSEE ONLY**. Confidential material may still be opened in the mail room even though such precautions have been taken. Therefore, to ensure confidentiality, whenever possible, affidavits and other such confidential documents should be forwarded to the individuals' home address.

If the parties agree to participate in Alternative Dispute Resolution (ADR) prior to completion of the investigation, the investigation will be suspended pending completion of the ADR process. If the matter is resolved during ADR, the Garrison Group will be notified to terminate the investigative process. If the investigation is terminated, the Garrison Group will be paid based on the amount of work completed as stated in the Interagency Agreement. If the matter is not resolved during ADR, the ADR process will be terminated and the case will be returned to the Garrison Group to complete the investigation.

10. **Investigative File** - In some instances, documents required to develop the investigative file may have to be obtained from various headquarters and regional offices. Garrison Group shall request specific documents through the contact person assigned. Garrison Group should contact the Project Officer for assistance if the Garrison Group has a problem obtaining documents or scheduling witnesses.
11. **Sanitization of Reports of Investigation** - To avoid compromising the privacy of individuals identified for comparison, the Garrison Group shall redact addresses, telephone numbers, social security numbers, and other personal information from documents not required to decide the merits of the case. The Garrison Group shall delete further information from the final report copies if instructed by NRC.

Prior to including a document in the investigative file, the investigator shall ensure the documents have been properly sanitized. The investigator shall ensure that an explanation of abbreviations and codes included on documents is included in the record.

The completed investigative file shall include all affidavits and documentary evidence that are relevant to the accepted issue(s) and basis of the complaint. The investigative file shall also include a detailed

summary analysis of the evidence contained in the file. The Garrison Group shall only include information in the investigative file that is relevant to the accepted issue(s) and basis alleged and is necessary to decide the merits of the case. The Garrison Group shall forward any information received but not included in the investigative file to the Project Officer for appropriate action. The Garrison Group shall not make a recommendation regarding the merits of the complaint.

12. **Final Report of Investigation** - An original and four copies of the completed report shall be forwarded to the Project Officer within ninety (90) calendar days of acceptance of the case. The Garrison Group shall also provide a disk or CD-ROM of the summary, correspondence, affidavits, and any original work performed by the investigator. See Delivery of EO Investigative Services below for information regarding requests for extension of period of performance.
13. **On-site Visit of an NRC Office** - When an onsite investigation occurs at an NRC office, the Project Officer through the Program Manager, Office of Small Business and Civil Rights, shall arrange for a private meeting place to conduct the interview sessions. The meeting place shall include a telephone and other accommodations as required.
14. **Delivery of EO Investigative Services**

Delay of Work - If the performance of the work is delayed or interrupted by failure of a complainant or witness to complete an affidavit, provide documents, or otherwise act within a reasonable time, the Garrison Group shall notify NRC immediately. The Garrison Group will continue to investigate the complaint, unless NRC instructs the Garrison Group to suspend the investigation, in which case the delivery date will be extended one day for each day of the suspension of the investigation. If an investigation is not suspended and the evidence is not provided prior to the delivery date, the Garrison Group will prepare the Report of Investigation (ROI) noting the efforts made to obtain the evidence not received. Such a ROI will not be considered incomplete by NRC on the basis of the lack of that evidence.

If the performance of the work is delayed or interrupted by failure of NRC or complainant to act within a reasonable time, the Garrison Group shall advise the Project Officer after the initial effort proves unsuccessful. The Project Officer shall attempt to resolve the delay and shall advise the Garrison Group on how to proceed. After three unsuccessful attempts within 15 workdays, the Garrison Group shall document the Report of Investigation of all attempts, and inform the non-complying party that the investigation will proceed without the requested information.

If evidence is received by the Garrison Group from the Complainant or other witness so late that it is impracticable for the Garrison Group to obtain other relevant evidence by the delivery date (e.g., the Complainant's affidavit received a few days prior to the delivery date of the ROI and it identifies new witnesses), the Garrison Group will notify the Project Officer. NRC may extend the delivery date for the ROI. If NRC does not extend the delivery date, the Garrison Group will prepare the ROI noting the impact of the delayed receipt of evidence, and such a ROI will not be considered deficient in quality and timeliness by NRC on that basis.

The Garrison Group shall forward products resulting from EO investigative services to the Project Officer, as follows:

Priority Mail Signature Confirmation: U.S. Nuclear Regulatory Commission
ATTN: Tuwanda M. Smith, Esq., Program Manager
Office of Small Business and Civil Rights
Mail Stop: O-3H8
One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852-2738.

U.S. Mail: U.S. Nuclear Regulatory Commission
 ATTN: Tuwanda M. Smith, Esq., Program Manager
 Office of Small Business and Civil Rights
 Mail Stop O-3H8
 Washington, DC 20555-0001.

SBCR FAX No: 301-415-5953

Timeliness Standards - The Garrison Group shall deliver the following drafts and reports for each ROI within the timelines specified in this SOW. For investigative cases and reports involving delays and approved extensions, the Garrison Group shall communicate the necessary extension with NRC contract officer and project officers in order to negotiate a reasonable agreement. For all intents and purposes extensions will not be considered without an advance agreement as such, unless another section of this Statement of Work specifically provides for the computation of an extension of any delivery date. The expected delivery schedule follows:

Deliverable	Delivery Date
Investigative Plan	Within 5 business days after receipt of the case. In turn, NRC has 5 business days to review and approve the Investigative Plan.
Draft Report of Investigation	Within 60 days of acceptance of case
Final Report of Investigation	Within 90 days of acceptance of case
Final Report of Investigation for Amended or Consolidated case	As computed by application of the sections for amendments and consolidations
Supplemental Investigation	As computed by application of the section for supplemental investigations
Mixed case investigation	As computed by application of the section for mixed cases

Acceptance of Products-

INVESTIGATIVE PLAN

The Garrison Group within five (5) business days after receipt of the case assignment shall complete and deliver via email an investigative plan that shall include all steps of the investigation. The copy should be provided to the Project Officer with a copy to the Program Manager, Office of Small Business and Civil Rights, for review and approval. The Project Officer, or designee, shall approve or disapprove the plan within five (5) business days of receipt of the investigative plan. If the plan is not approved, the Garrison Group shall submit a revised plan within three (3) business days after the Garrison Group's receipt or notice of the disapproved plan.

DRAFT REPORT OF INVESTIGATION

The Garrison Group shall provide via email one (1) copy of the draft ROI, which includes the Investigative Summary in Microsoft Word and copies of signed affidavits, to the Project Officer with a copy to the Program Manager, Office of Small Business and Civil Rights. The Project Officer will have 14 business days to review the draft ROI and provide any comments to the Garrison Group, specifying what is required to make the ROI acceptable to the Project Officer. The Garrison Group shall have 10 days after receipt of the Project Officers comments to incorporate them into the final ROI and return it to the Project Officer. In no cases can the Garrison Group exceed the due date for the final ROI, if corrections are required, unless an extension is approved by the Project Officer.

REPORT OF INVESTIGATION CONTENT AND FORMAT

The content and format of the investigative file shall as described herein. Reports shall be assembled using tabs as described below. For incomplete investigations due to settlement, withdrawal, or dismissal (including dismissal due to consolidation of a pending complaint), the report shall include the applicable documents as outlined below. Each report shall be labeled using the complainant's name and case number. The final ROI shall be indexed, tabbed, and securely bound and fastened.

The Report of Investigation shall be arranged as follows:

Title Page

Standard Garrison Group ROI format and content.

Tab "Investigative Summary"

The Garrison Group shall list the contents of the file except where the tab clearly identifies the contents. Documents under each tab shall be numbered. The index shall include a list of the affidavits obtained, with basic information regarding the affiant. The Index shall also list and identify all exhibits, and include the number of pages each exhibit contains.

The Garrison Group shall include a well-written analysis that contains an overview of the evidence that the investigator gathered. Each claim must be separately identified in the Summary and include a synopsis of relevant affidavit testimony, evidence, and applicable regulations. The Summary shall assist the reader of the ROI by providing an overview of the claim of discrimination and the recipient's response to it. When applicable, the Summary shall present comparative data, clearly identified, in charts or matrix format.

Tab "Formal Complaint"

The Garrison Group shall include the written and signed complaint document that allowed the investigation to proceed to the next step within the process.

Tab "Informal Process"

The Garrison Group shall include all documents and correspondence collected during the informal process.

Tab "Issues to be Investigated"

The Garrison Group shall include the Letter of Acceptance, which shall contain the scope of the issues to be investigated.

Tab "ADR"

This tab may include offers of ADR, acceptances of ADR, or notices of unsuccessful ADR; however documentation should not include the substance of ADR attempts.

Tab "Appellate Activity"

The Garrison Group shall maintain a record of any and all pre-investigation appellate activity that pertains to the processing or disposition of the case.

Tab "Affidavits"

The Garrison Group shall include all affidavits collected from the complainants and the witnesses, even if irrelevant to the issue under investigation. The affidavits shall be arranged in logical order, behind individual separators, with the complainant's affidavit always found at Tab A. Where affidavits are obtained via mail, the list of questions sent to the affiant must be included with the affidavit. If efforts to obtain an affidavit from the complainant are not successful, documentation regarding those efforts must be placed where Affidavit A would otherwise be found. If efforts to obtain affidavits from recipient or other officials or other witnesses are not successful, such efforts must be included behind other affidavit separators and identified in the ROI. Each affidavit must be independently numbered and identified, e.g. "Affidavit A, page 2 of 7."

Tab "Exhibits"

The Garrison Group shall include all relevant documents that were gathered throughout the investigation, in logical order, behind individual separators. Each exhibit must be identified and independently numbered, e.g. "Exhibit 1, page 1 of 1" including documentation related to the settlement, withdrawal or dismissal of the case, if applicable.

Tab "Miscellaneous Correspondence"

The Garrison Group shall include all relevant miscellaneous correspondence.

IV.C. TECHNICAL ASSISTANCE**Guidance**

The nature of technical assistance will be determined by NRC, based on the expertise areas of Garrison group related to the EO services they provide. Guidance will consist of informing recipients, participants, beneficiaries and other interested persons of their rights, responsibilities, and obligations under applicable civil rights statutes and regulations, legal authorities, and NRC regulations. Guidance will consist of email, teleconference, or telephone sessions in order for NRC to solve issues and answer questions regarding a particular subject.

Drafting Technical Documents

The types of documents NRC may request from the Garrison Group to draft include but are not limited to guidelines, policies, directives, manuals, handbooks, and education materials. All documents are to be drafted consistent with information contained in applicable civil rights statutes and regulations, guidance from federal oversight agencies, and NRC regulations. The Project Officer will identify the types of documents to be drafted, indicating the purpose, intended audience, and expected outcomes. The Garrison Group will be responsible for producing a quality product, within a timely manner agreed upon at the time the service is requested.

IV.D. CONSULTATION AND OUTREACH**IV.E. TRAINING****V. MANAGEMENT OF SERVICES**

The Garrison Group is responsible for maintaining confidentiality and integrity of NRC documents and files, which includes sanitizing, writing, editing, typing, copying, assembling and delivering the completed work products. Materials obtained during the performance of services but not included in the report of investigation, or services should be returned to the Project Officer or designee for appropriate action or destruction.

VI. INDEMNIFICATION

NRC agrees to indemnify and hold harmless the Garrison Group from any and all liability for any suit arising under or resulting from the services provided by the Garrison Group, provided that the Garrison Group is not determined to be negligent in the performance of services rendered to NRC under this agreement.

VII. CANCELLATION POLICY

Any order can be cancelled at NRC's convenience for any reason or may be terminated by the occurrence of an interrupted case. Cancellation for convenience or termination by an interrupted case will be paid on a graduated scale based on work performed.

20% if Garrison begins work efforts;

30% if partial work has been performed;

50% if substantial work has been performed;

In no event whatsoever will Garrison Group be entitled to more than 50% of its fee should the agreement or any task order issued be cancelled.

The percentage of payment of fee referred to above is and will be Garrison Group's sole measure of recovery, and Garrison Group waives recovery of damages under any other factual or legal theory whatsoever.

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
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C are to be prepared in accordance with U.S. NRC Management Directive 3.7, "NUREG Series Publications." Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. This directive may be accessed at the following website:

http://adamswebsearch2.nrc.gov/idmws/doccontent.dll?library=PU_ADAMS^PBNTAD01&ID=042540040

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (2 copies)
 U.S. Nuclear Regulatory Commission
 ATTN: Tuwanda M. Smith, Esq., Program Manager
 Office of Small Business and Civil Rights
 Mail Stop O-3H8
 Washington, DC 20555-0001.

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
 Attn: Danielle Emche
 Mail Stop T-7-I-2
 Washington, DC 20555

F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)

The ordering period for this contract shall commence on **January 7, 2008** and will expire **January 6, 2013**. Any orders issued before **January 6, 2013**, or otherwise prior to that date during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Tuwanda Smith

Address: Mail Stop O3 H8
11545 Rockville Pike
Rockville MD 20852

Telephone Number: 301-415-7394

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

G.2 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Tuwanda Smith Dorthea Washington

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

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.

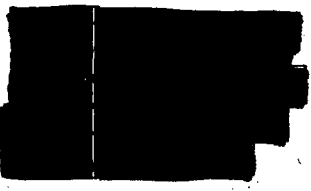
(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, 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:



- Corporate Officer
- Project Manager
- Senior Facilitator
- Consultant
- Consultant

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 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the

Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.7 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 2007
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
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	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
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
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	JUN 1998

	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
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
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.227-18	RIGHTS IN DATA--EXISTING WORKS	JUN 1987
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
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
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 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 January 7, 2008 through January 6, 2013.

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

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

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 6, 2013.

I.4 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.5 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-27-08-307 with the Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-27-08-307 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Nuclear Regulatory Commission.

(4) That it will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Nuclear Regulatory Commission.

I.6 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

I.7 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/sizestandardsttopics/>.

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

The Contractor represents that it is, is not a small business concern under NAICS Code assigned to contract number .

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

Signature

Date

I.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract in excess of **\$43,000.00**. 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 in excess of **\$43,000.00**, 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.

I.9 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	DATE	NO. PAGES
ONE	BILLING INSTRUCTION FOR FIXED-PRICE CONTRACTS	OCT. 2003	3
TWO	NRCAR CONFLICT OF INTEREST TEXT LINK (SEE BELOW)		

NRCAR Conflict of Interest Text Link: http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html#_1_75

ATTACHMENT ONE

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

8. **Weight and zone of shipment, if shipped by parcel post.**
9. **Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
10. **Instructions to consignee to notify the Contracting Officer of receipt of shipment.**
11. **For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

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

Supersession: These instructions supersede any previous billing instructions.