

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

1. REQUISITION NO. 41-08-008
 PAGE 1 OF 27
 2. CONTRACT NO. NRC-41-08-008
 3. AWARD/EFFECTIVE DATE SEP 19 2008
 4. ORDER NO.
 5. SOLICITATION NUMBER FSM-08-008
 6. SOLICITATION ISSUE DATE
 7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 b. TELEPHONE NO. (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: Anthony Briggs (CMB3)
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE: % FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (B(A))
 NAICS: 541620
 SIZE STANDARD: 6.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS NET 30

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15.CFR.700)

 13b. RATING N/A
 14. METHOD OF SOLICITATION
 RFP IFB RFP

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

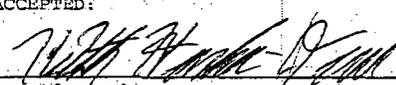
16. ADMINISTERED BY
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 CODE 3100

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
 DUKE UNIVERSITY
 DUKE UNIVERSITY HOSPITAL
 334 N BUILDING RESEARCH DR., DUKE UNIVERSITY
 DURHAM NC 277089900
 TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE 3100
 Department of Interior / NBC
 NRCPayments@nbc.gov
 Attn: Fiscal Services Branch - D2770
 7301 W. Mansfield Avenue
 Denver CO 80235-2230

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page The Contractor shall develop and present customized versions of the Duke University Environmental Leadership (DEL) Program Courses to NRC personnel in accordance with the following: 1. The Statement of Work (SOW) 2. Section B. Schedule of Supplies or Services 3. The terms and conditions contained herein Indefinite Quantity Indefinite Delivery Contract: Minimum Order: \$20,400.00 Maximum Order: \$786,140.00 DUNS No. 044387793 ACCEPTED:  Jennifer Nelson, Program Coordinator DEL, Duke University Keith Hurka-Owen, CRA Associate Director Date: 9/19/08				
SUBTOTAL					

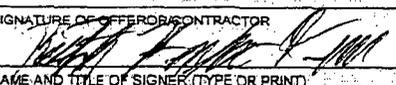
25. ACCOUNTING AND APPROPRIATION DATA. See CONTINUATION Page
 B&R: 8-5515-355-118 JC: F1085 BOC: 2525
 OBLIGATE: \$8,000.00 PFS: 5508R044 (SEE CONTINUATION PAGE)

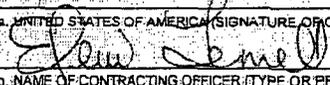
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 786,140.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 Keith Hurka-Owen, CRA
 Associate Director
 30c. DATE SIGNED
 9/19/08

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Eleni Jernell
 Contracting Officer
 31c. DATE SIGNED
 8/25/08

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 9/2005) Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

Research Support
 Duke University

SUNSI REVIEW COMPLETE
 OCT 27 2008

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ACCOUNTING AND APPROPRIATION DATA: B&R:85015300219 JC:J5359 BOC:252A APP:31X0200 FFS:5008R044 OBLIGATE: \$11,000.00 B&R:85015366118 JC:J5600 BOC:252A APP:31X0200 FFS:5008R044 OBLIGATE: \$9,000.00 B&R:85015333118 JC:J5357 BOC:252A APP:31X0200 FFS:5008R044 OBLIGATE: \$7,000.00				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

**Duke Environmental Leadership (DEL) Program
Proposal for
U.S. Nuclear Regulatory Commission's
"Customizations and Presentations of Duke Environmental Leadership (DEL) Program
Training Courses"**

This revised proposal and cost estimate has been prepared by the Duke Environmental Leadership (DEL) program in response to a request by the U.S. Nuclear Regulatory Commission, Contracts Management Branch No. 3 on June 18, 2008.

INTRODUCTION

The U.S. Nuclear Regulatory Commission (NRC) performs environmental reviews under the National Environmental Policy Act (NEPA) for reactors and materials licensees, applicants, and facilities undergoing decommissioning. This also includes the areas of fuel cycle facilities, spent fuel transportation casks, and waste sites, such as Yucca Mountain. The recent nuclear renaissance along with many new NRC employees that will be involved in environmental activities, have dramatically increased the need for training in NEPA reviews.

The Council on Environmental Quality (CEQ), Executive Office of the President, co-sponsors with Duke University, Duke Environmental Leadership (DEL) Program that offers a Certificate in NEPA (Certificate). This program is designed for professionals seeking essential skills in the understanding and implementation of NEPA. For the Certificate, a student is first required to take the cornerstone "Implementation of the National Environmental Policy Act" course. The remaining elective courses for the Certificate fall into two required groups. A student is required to take two of the following four courses in Group A: (1) "Socioeconomic Impact Analysis under NEPA," (2) "Accounting for Cumulative Effects in the NEPA Process," (3) "Tribal Consultation," and (4) "Preparing and Documenting Environmental Impact Analyses." In addition, a student is required to take one of the following three courses in Group B: (1) "Scoping, Public Involvement and Environmental Justice," (2) "Current and Emerging Issues in Environmental Policy," and (3) "The Law of NEPA." In order for a student to receive the Certificate, in addition to taking courses, the student is required to write a capstone paper that is an original, research-based culminating exercise related to NEPA theory or practice. In addition, the DEL Program, in coordination with the NEPA instructors, is in the process of creating two (2) new courses: "Considering Greenhouse Gas Emissions and Climate Change under NEPA," and "Using NEPA as a Framework for Collaboration." These courses are also included in the Price Schedule (Attachment A), as they may be taken as a part of achieving the Certificate. Identification of which group these courses will fall under, however, has not yet been determined. In the future, DEL may develop and offer additional courses.

The NRC is seeking to obtain various DEL Program training courses for its staff involved in NEPA activities. This includes customized versions of training courses combining one or more of the DEL Program training courses (referenced as combination courses). Given the large number of NRC employees that are expected to take the courses, it is more cost-effective for NRC to have Duke University teach customized versions of the courses to be taught at the NRC's Professional Development Center (PDC) in Bethesda, Maryland or other locations near

NRC Headquarters if the PDC is not available. Providing this training near NRC Headquarters will allow NRC Headquarters employees the opportunity to take the DEL Program training courses without traveling to other locations, which saves the NRC money, time, and resources.

The DEL Program, the continuing education arm of the Nicholas School of the Environment and Earth Sciences (NSEES) at Duke University, is the best fit organization to achieve this goal. The program has a noteworthy history of nearly 30 years providing quality professional development opportunities for practicing environmental professionals, including providing a series of custom courses, "Implementation of NEPA," for the NRC under contract No. DR-41-07-406. This fixed-price proposal summarizes the DEL Program's technical approach and assumptions used in estimating costs for the Scope of Work (SOW) dated June 18, 2008 (Attachment B).

OBJECTIVES

The primary objective of this project is to develop and provide customized NEPA training courses for NCR staff, principally environmental reviewers, involved in NEPA activities. This includes customized versions of training courses combining one or more of the current DEL Program NEPA course offerings. The customized training courses will encompass an understanding of NEPA reviews and other relevant information with a targeted audience of those employed in the Office of Federal and State Materials and Environmental Management Programs, the Office of General Counsel, the Office of Nuclear Material Safety and Safeguards, the Office of New Reactors, and the Office of Nuclear Reactor Regulation.

COURSE FORMAT AND CONTENT

The DEL Program, in collaboration with The Clark Group and the CEQ, among other environmental experts in NEPA, will develop and present courses that will meet the specific needs of the NRC's SOW. To ensure those participating students wishing to receive the Certificate in NEPA are able to do so, the following DEL Program courses will be offered:

- Implementation of the National Environmental Policy Act
- Elective courses from both the "A" and "B" groups
 - Group A
 - Socioeconomic Impact Analysis under NEPA
 - Accounting for Cumulative Effects in the NEPA Process
 - Tribal Consultation
 - Preparing and Documenting Environmental Impact Analyses
 - Additional courses as may be developed by the DEL Program
 - Group B
 - Scoping, Public Involvement and Environmental Justice
 - Current and Emerging Issues in Environmental Policy
 - The Law of NEPA
 - Additional courses as may be developed by the DEL Program

All courses will be customized to include similar content as the standard DEL NEPA courses, including examples, training exercises, and break-out sessions on NRC issues related to NEPA. Each course will meet the requirements of the Certificate in NEPA. The training will provide

participants with theoretical knowledge and emphasize practical or operational aspects consistent with operations and practices likely to be encountered by NRC personnel, where appropriate. The basic content of each course, in addition to NRC customization, will follow the course descriptions presented on the DEL website at:
<http://www.nicholas.duke.edu/del/continuinged/courses.html>.

Each course will be designed to accommodate up to thirty (30) students. The specific length of each training course will vary. The nominal timeframe shall be from approximately 8:30 A.M. to 4:30 P.M. for a full-day and approximately 8:30 am to 12:30 pm for a half-day. Length of each training course will vary depending upon subject matter. Note, combination and individual short courses (2 ½ days in length each), are not eligible for Duke University graduate credit.

The DEL Program and the NRC will work together to develop a training schedule. Individual courses will be scheduled as soon as possible to ensure availability of DEL Program Staff, course instructors, and training facilities in future years. The course schedule will be developed to ensure those participants wishing to complete the Certificate of NEPA will have the appropriate course offerings available to meet the requirements of the Certificate.

All courses will be held at the NRC's Professional Development Center (PDC) in Bethesda, MD. If the PDC is not available, the NRC will work with the DEL Program Coordinator to identify an appropriate alternate training facility.

COURSE DELIVERABLES

As outlined in the SOW, the DEL Program will develop a draft customized training course using the most recent final version of each course for each scheduled course offering. The DEL program will provide the draft customized version of the training course to the NRC Technical Project Manager (TPM) in electronic form prior to each course offering. Date of delivery is subject to receipt of presentation materials from course instructors. The DEL Program Coordinator will maintain frequent communication with the NRC TPM as to the status of each draft course presentation. Upon receipt of comments from the NRC TPM, comments will be incorporated into the final customized version of the training course. The DEL Program Coordinator will provide the final customized version of the training course to the NRC TPM in electronic form prior to the course offering. Date of delivery is subject to receipt of presentation materials from course instructors.

The DEL Program will provide the necessary qualified teaching staff, materials, supplies, and course handouts for all instructors and up to thirty (30) students for each course offering. Course objectives will be accomplished through a combination of lectures, discussions, audiovisual aids, field exercises, problem sessions, and demonstrations, as appropriate. Written and oral critiques shall be used, as appropriate, at the end of the course for evaluation by the course coordinator and instructors.

Within forty-five (45) days of completion of each course, the DEL Program will electronically (email with attached PDF file) submit a Course Presentation Report (CPR) to the NRC TPM. The CPR will include a discussion of accomplishments, problems, and recommendations for

improvement and a student attendance roster, student evaluations of the course, a summary of student comments, and original graded examinations and examination key if written examinations are utilized.

INSTRUCTOR TEAM

At the core of the DEL Program are the expert environmental professionals serving as instructors. These professionals are unmatched in their NEPA knowledge and experience, as each one has been practicing environmental law for over 20 years, and has served, or is serving at the highest levels of government.

The following identifies the pool of highly qualified instructors that will be called upon, dependent upon expertise, to provide instruction throughout this five year contract. The following list is not exclusive. Any addition of instructors to this program will meet the same high standards of quality and professionalism as all DEL Program instructors. Changes to core instructors will be communicated with the NRC TPM.

Dinah Bear, J.D., served as General Counsel of the CEQ, in the Executive Office of the President, from 1983-1993 and from 1995-2007. Prior to that, she served as Deputy General Counsel from 1981 -1983. Dinah will share her expertise on CEQ's regulations.

Ted Boling, Deputy General Counsel, CEQ, will provide valuable information on CEQ's regulations, NEPA case law and litigation and integrating NEPA with other environmental laws. Mr. Boling is a former senior trial lawyer at the Environment and Natural Resources Division of the U.S. Department of Justice. Mr. Boling joined the Department of Justice in 1990 through the Attorney General's Honor Program. He served as a trial attorney until 1996, when he moved to the Department of the Interior. At the Department of the Interior, Mr. Boling was Counselor to the Assistant Secretary for Fish and Wildlife and Parks until his return to the Department of Justice in 1998.

Mark Chertok is a partner at Sive, Paget & Riesel, P.C., of New York City, which specializes in environmental law and litigation. His experience spans a broad spectrum of substantive areas, including hazardous substances, wetlands and water quality, coastal zone management, land use and zoning, and historic preservation. His practice focuses on permitting and environmental impact reviews under the NEPA and state counterparts. His clients have included state, regional and local governmental bodies, private industrial, commercial and financial entities, and national and regional environmental and civic organizations.

Ray Clark, President of The Clark Group, LLC, will lend his expertise on topics such as direct and indirect effects and cumulative effects, to name a few. Mr. Clark, former Associate Director at CEQ, acted as advisor to the President, the Chairman of CEQ and Senior White House Staff. He was also formerly the Principal Deputy Assistant Secretary of the Army (Installations and Environment) where he was responsible for all US Army facilities worldwide and stewardship of 14 million acres. Mr. Clark holds a Master of Environmental Management degree from Duke University, where he has been a lead instructor in the DEL Program since 1988.

William Cohen, J.D., has over 35 years of trial and litigation experience in the environment and natural resources field. Upon graduating from law school in 1965, Mr. Cohen began his legal career and a long relationship with the U.S. Department of Justice as an Appellate Attorney in the Environment and Natural Resources Division. Mr. Cohen was later promoted to Assistant Chief of the General Litigation Section of the Environment and Natural Resources Division where after serving for 15 years, he was promoted to Chief. As Chief, Mr. Cohen litigated and conducted Alternative Dispute Resolution for the United States on environmental, natural resources, energy, water, environmental justice and federal land planning for 14 years.

Daphne Fuller is the Assistant Chief Counsel for the Airports and Environmental Law Division of the FAA Office of the Chief Counsel. She was appointed to the position in June 2004. Daphne has 17 years of experience at the FAA, having joined the FAA as an environmental attorney in 1987. She was promoted to Manager of the Environmental Law Branch in 1993 and then to Deputy Assistant Chief Counsel in 2000. The Airports and Environmental Law Division provides advice concerning all facets of the agency's multi-billion dollar airports improvement program and concerning environmental law issues to all offices in the agency. The office also works closely with the Justice Department in defending environmental litigation.

Horst G. Greczmiel joined the Council on Environmental Quality (CEQ) in December 1999 as the Associate Director for NEPA Oversight. He is responsible for overseeing and implementing the NEPA and CEQ mandates to ensure that federal agencies integrate environmental values into decision-making and serves as the Director of the NEPA Task Force.

Before creating Homer Law, CHTD, **Elizabeth Lohah Homer**, a member of the Osage Nation of Oklahoma, completed a three-year term of appointment as Vice-Chairman of the National Indian Gaming Commission. A proponent of collaborative rulemaking, Ms. Homer was instrumental in effecting tribal involvement in the Commission's regulatory processes through the establishment of tribal advisory committees and other consultative activities during her tenure with the Commission.

Susanna Liller specializes in conflict management and strategic planning facilitation. Ms. Liller works with people to help them better understand and hear each other and eventually to work out their differences in the areas of Public Involvement, Employment Mediation, Family Mediation, Community Disputes, Contract Negotiations, and Conflict Management Systems Design. Ms. Liller is the lead facilitator of the DEL Program's Scoping, Public Involvement, and Environmental Justice NEPA course.

David Mattern is a senior planner with over 22 years experience in environmental studies and NEPA documentation. He has directed the environmental process for major transportation facilities such as the Alaskan Way Viaduct through downtown Seattle; and Cross-Base Highway, a new six-mile four lane limited access roadway. For the Alaskan Way Viaduct project David managed Washington State's first reader-friendly EIS, using innovative graphic design and clear writing to produce an easy-to-understand and engaging document. The document has won awards from the Society for Technical Communications, National Association of Environmental Professionals, and the American Council of Engineering Companies. Mr. Mattern is the lead facilitator of the DEL Program's Preparing and Documenting Environmental Impact Analyses

NEPA course.

John Page, AICP, CEP is a Principal Project Manager and a Senior Professional Associate in Environmental Planning and Analysis with the international infrastructure planning and engineering firm PB. He specializes in the preparation of NEPA documents for major highway, transit, and bridge projects and in cumulative impacts assessment. John has 33 years experience gained on projects throughout the United States, including projects in Georgia, Illinois, Michigan, Idaho, Alaska, Texas, North Carolina, Kentucky, South Carolina, and Florida, as well as the Yukon Territory in Canada.

Gary Randall has been an attorney with the Natural Resources Section (previously the General Litigation Section) of the Environment and Natural Resources Division of the Department of Justice since 1973, with the exception of four years (1979 - 1983) when he served as Regulatory and Environmental Counsel for the National Rural Electric Cooperative Association. Mr. Randall regularly teaches courses on NEPA, natural resource and public land law, and water law for the Office of Legal Education at the Justice Department's National Advocacy Center and has regularly been on the faculty of the ALI/ABA's annual course on Environmental Impact Analysis: NEPA and Related Requirements.

Lucinda (Lucy) Low Swartz has over 25 years of experience in environmental law and regulation. She started her career as a Staff Attorney with the NRC (the former Office of Executive Legal Director) and is currently a Program Manager with Battelle Memorial Institute, based outside of Washington, D.C. She previously served as the Deputy General Counsel at the CEQ for over five years, providing authoritative guidance to federal agencies on all aspects of compliance with the NEPA. In that position, she reviewed selected agency NEPA documents for procedural and substantive sufficiency, assessed the adequacy of proposed agency NEPA regulations, and prepared CEQ guidance and informational materials on environmental assessments, public participation, cumulative environmental impacts, and pollution prevention.

Dr. Gary Williams, also of The Clark Group, LLC has over 30 years experience as a social and economic impact assessor. Dr. Williams is an expert in environmental and economic impact analysis methods as well as social impact analysis and environmental justice. He has worked with universities, communities and government institutions in training, conducting and implementing social impact assessment models, teaching and implementing public involvement, and managing multidisciplinary teams doing environmental impact assessments.

COST ESTIMATE

In addition to delivering top-notch training courses, the DEL Program will provide all of the elements in the NRC SOW (except course cancellation policy; please see below) as firm fixed price. This contract is based on the assumption of up to four (4) courses per year, over a five (5)-year period. The DEL Program Coordinator will communicate with the NRC TPM to determine the total number of courses per year and the course offering schedule, taking into account availability of course instructors, NRC training location, and DEL Program staff.

The cost estimates for the services per course, as outlined in this proposal, are provided in the price schedule, Attachment A. Each cost estimate per course for no more than 30 people includes travel, parking, supplies, instructor stipends, course materials, copyright approvals, and all other costs. This includes and covers all costs associated with both the development and modification of course material compatible with Windows XP, as well as the presentation of each course performed inclusive of the reproduction and distribution of the written training materials that are to be provided to the NRC training participants. This total fixed price per course also includes the contractor's and any consultant's labor, wages or salary, overhead, benefits, travel for up to seven (7) instructors, transportation, hotel accommodation, expenses and tips, food and refreshments, licensing fees, lecture fees, and profit. It is assumed that no more than three (3) instructors will be from outside of the local Bethesda, Maryland area.

The cost estimates presented in Attachment A reflect a 15 percent NRC discount from our open enrollment NEPA course costs for both 4 ½ day and 2 ½ day long courses. The cost estimate also reflects a 30 percent NRC discount from our open enrollment course costs for combination courses; reflecting the efficacy of holding two courses within the same week. In addition to the NRC discounts, the per student tuition cost does not include the standard estimated annual increase as is incorporated into the open enrollment course pricing structure. A four (4) percent annual cost increase to account for labor and general operation costs over the period of the five year contract is included in the per course cost estimates presented in Attachment A.

The NRC reserves the right to postpone or cancel any or all of the courses listed under this contract if it is deemed to be in the best interest of NRC. If a course must be postponed or canceled, the NRC will provide at least 45 days notice to the DEL Program, as course materials are printed within this timeframe and all travel plans for instructors and staff will be arranged within 45 days of the start of each course. If a course must be postponed, then it will be rescheduled at a mutually agreeable date.

The period of performance for this contract is from the date of award of this contract through Fiscal Year 2013.

ATTACHMENT A

PRICE SCHEDULE

PRICE SCHEDULE

The table below provides the following information: (1) name and description of customized course, (2) length of customized course (in 1/2 day increments), and (3) cost of the fixed price customized course (in \$K).

Type of Course	NEPA Open Enrollment Course Cost	Year 2 Course Cost	Year 3 Course Cost	Year 4 Course Cost	Year 5 Course Cost
2 1/2 day course	\$				
4 1/2 day course	\$				
Combination course (2, 2 1/2 day courses)	\$				
NRC Discount [redacted] - Non-Combo Course					
NRC Discount [redacted] - Combo Course					
Average % labor increase/year (4%)					
Course	FY09	FY10	FY11	FY12	FY13
Implementation of NEPA					
Socioeconomic Impact Analysis under NEPA					
Accounting for Cumulative Effects in the NEPA Process					
Tribal Consultation					
Preparing and Documenting Environmental Impact Analyses					
Scoping, Public Involvement and Environmental Justice					
Current and Emerging Issues in Environmental Policy					
The Law and NEPA					
Considering Greenhouse Gas Emissions and Climate Change under NEPA					
Using NEPA as a Framework for Collaboration					
Combination of #2 (Socioeconomic ...) and #6 (Scoping ...)					
Combination of #2 (Socioeconomic ...) and #7 (Current ...)					
Combination of #2 (Socioeconomic ...) and #8 (The Law ...)					
Combination of #3 (Accounting ...) and #6 (Scoping ...)					
Combination of #3 (Accounting ...) and #7 (Current ...)					
Combination of #3 (Accounting ...) and #8 (The Law ...)					
Combination of #3 (Accounting ...) and #8 (The Law ...)					
Combination of #4 (Tribal ...) and #6 (Scoping ...)					
Combination of #4 (Tribal ...) and #7 (Current ...)					
Combination of #4 (Tribal ...) and #8 (The Law ...)					

Note: Each cost estimate is based on a class size of 30 students.



This will be an indefinite delivery/indefinite quantity with firm fixed price line items, delivery order contract. For estimation purposes, NRC anticipates that it will request instruction of approximately four (4) courses per year listed in the table above, over a five (5)-year period.

A-2

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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

PRICE SCHEDULE

Note: Each cost estimate is based on a class size of 30 students with courses ranging from 2 ½ to 4 ½ days. The maximum order amount was derived from multiplying the most expensive course (\$39,307.00) by 20 courses.

Course	FY09	FY10	FY11	FY12	FY13
Implementation of NEPA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Socioeconomic Impact Analysis under NEPA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Accounting for Cumulative Effects in the NEPA Process	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tribal Consultation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Preparing and Documenting Environmental Impact Analyses	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Scoping, Public Involvement and Environmental Justice	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Current and Emerging Issues in Environmental Policy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
The Law and NEPA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Considering Greenhouse Gas Emissions and Climate Change under NEPA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Using NEPA as a Framework for Collaboration	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #2 (Socioeconomic...) and #6 (Scoping...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #2 (Socioeconomic...) and #7 (Current...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #2 (Socioeconomic...) and #8 (The Law...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #3 (Accounting...) and #6 (Scoping...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #3 (Accounting...) and #7 (Current...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #3 (Accounting...) and #8 (The Law...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #3 (Accounting...) and #8 (The Law...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #4 (Tribal...) and #6 (Scoping...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #4 (Tribal...) and #7 (Current...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Combination of #4 (Tribal...) and #8 (The Law...)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

B.2 STATEMENT OF WORK

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) performs environmental reviews under the National Environmental Policy Act (NEPA) for reactors and materials licensees, applicants, and facilities undergoing decommissioning. This also includes the areas of fuel cycle facilities, spent fuel transportation casks, and waste sites, such as Yucca Mountain. The recent nuclear renaissance along with many new NRC employees

that will be involved in environmental activities, have dramatically increased the need for training in NEPA reviews.

The Council on Environmental Quality, Executive Office of the President, co-sponsors with Duke University, a Duke Environmental Leadership (DEL) Program that offers a Certificate in NEPA. This program is designed for professionals seeking essential skills in the understanding and implementation of NEPA. For the Certificate, a student is first required to take the cornerstone "Implementation of the National Environmental Policy Act" course. The elective courses for the Certificate fall into two required groups. For the first group of courses, a student is required to take two of the following four courses: (1) "Socioeconomic Impact Analysis under NEPA," (2) "Accounting for Cumulative Effects in the NEPA Process," (3) "Tribal Consultation," and (4) "Preparing and Documenting Environmental Impact Analyses." For the second group of courses, a student is required to take one of the following three courses: (1) "Scoping, Public Involvement and Environmental Justice," (2) "Current and Emerging Issues in Environmental Policy," and (3) "The Law of NEPA." In the future, DEL may develop and offer additional courses. In order for a student to receive the Certificate, in addition to taking courses, the student is required to write a capstone paper that is an original, research-based culminating exercise related to NEPA theory or practice.

The NRC is seeking to obtain various DEL Program training courses for its staff involved in NEPA activities. This includes customized versions of training courses combining one or more of the DEL Program training course. Given the large number of NRC employees that are expected to take the courses, it is more cost-effective for NRC to have Duke University to teach customized versions of the courses to be taught at the NRC's Professional Development Center (PDC) in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available. Providing this training near NRC Headquarters will allow NRC Headquarters employees the opportunity to take the DEL Program training courses without traveling to other locations, which saves the NRC money, time, and resources.

2.0 OBJECTIVE

The objective is for the contractor to develop and present customized versions of various DEL Program training courses to NRC personnel, principally environmental reviewers. These training courses shall encompass an understanding of NEPA reviews and other relevant information. This knowledge is essential to permit the students to competently evaluate applications and licensees for NEPA concerns. The training courses are intended to be useful for those employees in the Office of Federal and State Materials and Environmental Management Programs, the Office of General Counsel, the Office of Nuclear Material Safety and Safeguards, the Office of New Reactors, and the Office of Nuclear Reactor Regulation.

3.0 SCOPE OF WORK

The contractor shall provide these training courses, at dates agreed to by both the NRC and the contractor, to NRC employees at the PDC in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available, with customized modifications before the first and subsequent version of each course. The contractor shall specify what is being modified.

The specialized training shall be developed and presented to meet the specific needs of the identified attendees. The training shall provide the participants with theoretical knowledge and where appropriate, the training shall emphasize practical or operational aspects consistent with operations and practices likely to be encountered by NRC personnel. Delineation of advantages and disadvantages of differing methods, equipment, practices, etc., shall be included in training whenever such items are pertinent to the material being presented. The contractor shall obtain any consent, permission or license regarding any copyrighted materials from the copyright holders that will be used and distributed to course participants. The specific length of each training course varies. The nominal timeframe shall be from 8:30 am to 4:30 pm for a full-day and 8:30 am to 12:30 pm for a half-day.

For each version of each customized DEL Program training course, the customized course shall cover similar material as the standard course with emphasis, especially examples/training exercises and break-out sessions for the students, on NRC issues related to NEPA. Each customized course could be used by NRC personnel who wish to continue for the DEL Program Certificate of NEPA. Therefore, the changes made in developing each version of each customized course shall not change the course such that NRC personnel cannot use the customized course as meeting one of the requirements for the Certificate. The same shall be true for each of the customized courses that combine more than one DEL training course into one customized course under this contract.

For each version of the customized DEL Program training course, including those that combine more than one DEL training course into one customized course under this contract, the contractor shall perform the following activities (#1 through #6) in the order listed:

1. Develop the draft customized training course:
 - a. For the first version of the customized training course, the contractor shall develop the draft customized version of the training course using the one or more DEL training course as the base training course; or
 - b. For the subsequent versions of the customized training course, the contractor shall develop the draft customized version of the training course using the previous final version of the training course as the base training course.
2. The contractor shall provide the draft customized version of the training course to the NRC Technical Project Manager (TPM) in electronic form (see Section L. for related requirements) no later than (NLT) forty-five (45) working days before the presentation of the course, unless, specified otherwise in the Delivery Order Form under the Special Instructions Section.
3. The contractor shall modify the draft version, based on comments provided by the NRC TPM, to develop the final customized version of the training course.
4. The contractor shall provide the final customized version of the training course to the NRC TPM in electronic form (see Section L. for related requirements) no later than (NLT) seven (7) working days before the presentation of the course, unless, specified otherwise in the Delivery Order Form under the Special Instructions Section.
5. The contractor shall present the final customized version of the training course for up to 30 students. Specifically, the contractor shall:
 - a. Provide the necessary qualified teaching staff, materials, supplies, and course handouts; and
 - b. Accomplish the course objectives through a combination of lectures, discussions, audiovisual aids, laboratory experiments, field exercises, problem sessions, tours, and demonstrations, as appropriate. Written and oral critiques shall be used, as appropriate, at the end of the course for evaluation by the course coordinator and lecturers.
6. Within forty-five (45) working days of the course completion, the contractor shall provide a Course Presentation Report (CPR) to the NRC TPM in electronic form (see Section I. for related requirements).

4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Personnel providing the training shall be knowledgeable and experienced in the subject areas being taught and have experience in classroom presentation. Resumes or biographies of personnel selected to provide training shall be provided to NRC for review. The NRC reserves the right to request a replacement instructor or instructors for any of these courses to be taught to NRC personnel.

5.0 PROPOSED COURSE DELIVERABLES

The contractor shall provide all the elements in Section C., "SCOPE OF WORK" for the total fixed price for each of the various customized DEL Program courses, located in the attached PRICE SCHEDULE, for each of the next five years. The total fixed price amount includes and covers all costs associated with both the development and modification of course material as well as the presentation of each course performed inclusive of the reproduction and distribution of the written training materials that are to be provided to the NRC training participants. This total fixed price also includes any and all travel expenses.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from the September 1, 2008, through August 31, 2013.

7.0 PLACE OF PERFORMANCE

The Contractor shall perform work under this delivery order at the NRC's Professional Development Center (PDC). If the PDC is not available, the NRC will provide the training facilities. It is anticipated that the training facilities provided by the NRC will be located within 15 miles of NRC's Headquarters. The addresses for the PDC and NRC Headquarters are provided below:

1. Professional Development Center (PDC)
7201 Wisconsin Ave, Suite 425
Bethesda, MD 20814
Phone: (301) 492-2000
2. U.S. Nuclear Regulatory Commission
Headquarters
One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852-2738
3. U.S. Nuclear Regulatory Commission
Headquarters
Two White Flint North
11545 Rockville Pike
Rockville, Maryland 20852-2738
4. To Be Determined (TBD)

9.0 REPORTS

Within forty-five (45) days of completion of each course presentation, the contractor shall submit a CPR to the NRC Technical Project Manager (TPM). Each CPR shall include:

- a. Discussion of accomplishments, problems, and recommendations for improvement.

- b. Student attendance rosters and a summary of student evaluations; and
- c. Original graded examinations and examination key whenever written examinations are utilized.

An appropriate e-mail with an attached PDF file containing the CPR sent to the NRC TPM, Harry Felsher, at Harry.Felsher@nrc.gov, is sufficient. The NRC TPM may request additional NRC staff to be added to the e-mail distribution list. If so, the contractor shall add them to the list for future CPR e-mails.

10.0 TECHNICAL GUIDANCE

The NRC Technical Project Manager (TPM) for this contract will be Mr. Harry D. Felsher. Mr. Felsher can be reached by telephone at (301) 415-6559. His e-mail address is Harry.Felsher@nrc.gov.

The NRC TPM is responsible for providing technical guidance regarding technical aspects of this work. All work products must be reviewed and approved by the NRC TPM before they are submitted as final documents. All technical guidance given to the performing organization must be consistent with the work scope and schedule. The NRC TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give any direction that would increase costs over approved levels. The NRC TPM is authorized to issue Delivery Orders under the Delivery Order Form.

11.0 OTHER TERMS AND CONDITIONS/REQUIREMENTS

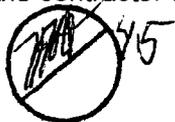
All data files developed and maintained under this contract will be user friendly and compatible with desktop computers operating in Windows XP environment. All data files prior to being distributed to the NRC either electronically or on diskette shall be verified to be virus free using the latest virus scanning software.

Except for utilization of the PDC facility and its equipment provided for the scheduled training classes, no other NRC-funded property (including equipment and software) is anticipated to be needed for this project. However, should the need arise, purchase or development of any NRC-funded property, including NRC-funded software, must be approved by the NRC PO via formal modification to this contract.

All software development and modification of maintenance tasks shall follow general guidance in NUREG/BR-0167 "Software Quality Assurance Program and Guidelines" and specific quality assurance guidance designated by the NRC TPM.

12.0 COURSE POSTPONEMENT OR CANCELLATION

The NRC reserves the right to postpone or cancel any or all of the courses listed under this contract if it is deemed to be in the best interests of the NRC. If a course must be postponed or canceled, then the NRC will provide at least ~~30~~ days notice via a Delivery Order Form, sent by fax, email, or U.S. mail. If a course must be postponed (rather than canceled), then it will be rescheduled at a mutually agreeable date between the contractor and the NRC.



13.0 SECURITY REQUIREMENTS

Contractor personnel must present a valid picture ID issued by a state or by the Federal Government when conducting training at the PDC. Contractor personnel conducting training at other NRC facilities are required to present a valid picture ID and be escorted at all times.

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have

been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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 (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

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

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

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

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

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

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

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

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

- (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (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.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 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)).
- (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 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.2 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.

C.3 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS - ALTERNATE 1

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$786,140.00. The Contracting 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 guaranteed minimum obligated by the Government under this contract is \$20,400.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

C.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Documents issued by NRC that NRC determines to be necessary to support course presentation, and classroom/facilities.

(b) The above listed equipment/property is hereby transferred from contract/agreement.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.5 52.216-22 INDEFINITE QUANTITY

(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 Section R. 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 6 months.

C.6 52.216-18 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer, PO, or TPM. Delivery Orders shall be issued via Delivery Order Forms. Such orders may be issued from date of award through September 30, 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 by electronic commerce methods only if authorized in the Schedule.

(d) Contractor shall return executed Delivery Order Forms to the authorized NRC personnel (Contracting Officer, PO, or TPM) via email, fax, or U.S. mail, within 10 calendar days, unless specified otherwise in the Delivery Order Form under the Special Instructions Section.

C.7 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

C.8 52.216-19 ORDER LIMITATIONS

(a) *Minimum order.* The minimum order under this indefinite-quantity contract is \$20,400.00. When the Government requires supplies or services covered by this contract in an amount of less than \$20,400.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$39,307.00;

(2) Any order for a combination of items in excess of \$786,140.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.8 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(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 therefore (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.

C.8 2052-215-71A PROJECT OFFICER AUTHORITY

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

Name: Edna Knox-Davin
 Address: U.S. Nuclear Regulatory Commission
 Mail Stop T8-A23
 Rockville, MD 20555

Telephone: 301-415-6577
 E-Mail: edna.knox-davin@nrc.gov

(b) The PO 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 PO may not make changes to the express terms and conditions of this contract.
 - (d) The PO is authorized to issue Delivery Orders under the Delivery Order Form.
 - (e) The PO is the focal point for all contract-related activities. All program funding actions and task orders are initiated by the PO. All proposed work scope or schedule changes must be processed through the PO.

C.9 52.204-7 CENTRAL CONTRACTOR REGISTRATION

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS