

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

1. REQUISITION NO.
HR-09-697
HR-09-697-001

PAGE 1 OF 37

2. CONTRACT NO. NRC-38-09-697

3. AWARD/EFFECTIVE DATE JUN 14 2009

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME JENNIFER DEFINO, Jennifer.DeFino@nrc.gov

b. TELEPHONE NO. (No Collect Calls) 301-492-3637

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jennifer A. DeFino, 301-492-3637
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS:
SIZE STANDARD:
\$7 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
Office of Human Resources
Attn: Henry Lynn
Mail Stop: C-TN
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 B&B ENVIRONMENTAL SAFETY, INC.
17416 MURPHY PKWY
LATHROP CA 953308627
TELEPHONE NO. (209) 858-5806

CODE 193882540

FACILITY CODE

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

CODE 3100

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

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with training courses entitled, "Transportation of Radioactive Materials" as described in Section B.6 "Statement of Work" and in accordance with the terms and conditions of this contract.</p> <p>Title: "Transportation of Radioactive Materials Training Courses"</p> <p>NRC Project Officer: Henry Lynn Phone: 423-855-6509; Email: Henry.Lynn@nrc.gov</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 9-8415-344114 JCN: M8442 BOC: 252A APPR. NO: 31X0200
OBLIGATE: \$111,571.24 DUNS: 193882540

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$111,571.24

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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR *[Signature]*

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Loretta King, VP of Finance + Acct

30c. DATE SIGNED 6/14/2009

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer

31c. DATE SIGNED 6/11/2009

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

Transportation of Radioactive Materials Training Course

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contract shall cover the delivery of a training course entitled "Transportation of Radioactive Materials."

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on June 15, 2009 and will expire on June 14, 2010. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

B.4 PRICE/COST SCHEDULE

Base Year: June 15, 2009 through June 14, 2010					
CLIN	Description of Services	Unit Price	Unit	Est. Qty.	Total
001	Contract Kickoff Meeting	[REDACTED]	LOT	[REDACTED]	\$1,783.16
002	Delivery of "Transportation of Radioactive Materials" Course	[REDACTED]	COURSE	[REDACTED]	\$40,850.85
003	"Transportation of Radioactive Materials" Course Material Update	[REDACTED]	LOT	[REDACTED]	\$43,714.67
004	Final Report	[REDACTED]	LOT	[REDACTED]	\$7,222.56
005	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	[REDACTED]			\$18,000.00
BASE YEAR ESTIMATED TOTAL					\$111,571.24

Option Year One: June 15, 2010 through June 14, 2011					
CLIN	Description of Services	Unit Price	Unit	Est. Qty.	Total
006	Delivery of "Transportation of Radioactive Materials" Course	[REDACTED]	COURSE	[REDACTED]	\$42,076.38
007	"Transportation of Radioactive Materials" Course Material Update	[REDACTED]	LOT	[REDACTED]	\$6,734.98
008	Final Report	[REDACTED]	LOT	[REDACTED]	\$7,439.23

009	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	\$19,500.00
OPTION YEAR ONE ESTIMATED TOTAL		\$75,750.59

Option Year Two: June 15, 2011 through June 14, 2012					
CLIN	Description of Services	Unit Price	Unit	Est. Qty.	Total
010	Delivery of "Transportation of Radioactive Materials" Course	[REDACTED]	COURSE	[REDACTED]	\$43,338.66
011	"Transportation of Radioactive Materials" Course Material Update	[REDACTED]	LOT	[REDACTED]	\$6,937.03
012	Final Report	[REDACTED]	LOT	[REDACTED]	\$7,662.41
013	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*				\$21,000.00
OPTION YEAR TWO ESTIMATED TOTAL					\$78,938.10

Option Year Three: June 15, 2012 through June 14, 2013					
CLIN	Description of Services	Unit Price	Unit	Est. Qty.	Total
014	Delivery of "Transportation of Radioactive Materials" Course	[REDACTED]	COURSE	[REDACTED]	\$44,638.83
015	"Transportation of Radioactive Materials" Course Material Update	[REDACTED]	LOT	[REDACTED]	\$7,145.14
016	Final Report	[REDACTED]	LOT	[REDACTED]	\$7,892.28
017	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*				\$22,500.00
OPTION YEAR THREE ESTIMATED TOTAL					\$82,176.25

Option Year Four: June 15, 2013 through June 14, 2014					
CLIN	Description of Services	Unit Price	Unit	Est. Qty.	Total
018	Delivery of "Transportation of Radioactive Materials" Course	[REDACTED]	COURSE	[REDACTED]	\$45,978.00
019	"Transportation of Radioactive	[REDACTED]	LOT	[REDACTED]	\$7,359.49

	Materials" Course Material Update				
020	Final Report	\$8,129.05	LOT	1	\$8,129.05
021	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*				\$24,000.00
OPTION YEAR FOUR ESTIMATED TOTAL					\$85,466.54

GRAND TOTAL ---

\$433,902.72
=====

B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$111,571.24. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$111,571.24. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.6 STATEMENT OF WORK

I. BACKGROUND

The Nuclear Regulatory Commission (NRC) inspects operations and facilities of power reactor, non-power reactor, fuel cycle, and byproduct material licensees to determine whether these operations and facilities are in accordance with regulations and license conditions and to identify situations which might adversely affect the health and safety of the public.

In support of this mission, and the NRC's responsibilities promulgated in the Atomic Energy Act, the NRC's Office of Human Resources (HR) conducts a program of training designed to give NRC staff and Agreement State personnel up-to-date technical information regarding transportation of radioactive materials regulations. The course/training addresses evolving issues resulting from regulatory changes concerning transportation of radioactive materials and enables inspectors to become qualified in conducting inspections of licensee activities associated with the transportation of radioactive materials.

II. CONTRACT OBJECTIVE

The Contractor shall provide the personnel, instructional materials, and services necessary to prepare and teach the "Transportation of Radioactive Materials" course.

III. SCOPE OF WORK

The contract shall cover the delivery of training courses entitled "Transportation of Radioactive Materials." The "Transportation of Radioactive Materials" course shall provide participants with the knowledge, skills, and abilities to understand the U. S. Nuclear Regulatory Commission (NRC) and U. S. Department of Transportation (DOT) regulatory requirements related to the transportation of radioactive material. The course shall provide practical guidance which can be used by NRC and Agreement State personnel for conducting more effective transportation safety inspections.

A. Task 1 – Contract Kickoff Meeting

A.1. Requirement

A contract kickoff meeting shall be held at the contractor's facility. The meeting shall be one day in duration. The meeting shall be attended by the contractor; the NRC's Project Officer; and may include other NRC technical representatives to discuss the course materials, outline, presentations, classroom and course exercise arrangements and facilities.

This meeting may be rescheduled or canceled by mutual agreement.

A.2. Standard

The contract kickoff meeting shall be held within sixty (60) days of contract award.

A.3. Deliverables

N/A

B. Task 2 – Instruct/Present "Transportation of Radioactive Materials" Course

B.1. Course Requirements

The contractor shall instruct/present the course entitled, "Transportation of Radioactive Materials" in accordance with all the requirements of this SOW. The "Transportation of Radioactive Materials Course," shall provide participants with the knowledge, skills, and abilities to understand the U. S. Nuclear Regulatory Commission (NRC) and U. S. Department of Transportation (DOT) regulatory requirements related to the transportation of radioactive material. The course shall provide practical guidance which can be used by NRC and Agreement State personnel for conducting more effective transportation safety inspections.

Course objectives shall be accomplished through a combination of lectures, discussions, problem workshops, films, slides, videos, and demonstrations/exercises.

i) Lectures:

The classroom portion of the course shall include lectures to provide participants with the knowledge, skills, and abilities to understand the U. S. Nuclear Regulatory Commission (NRC) and U. S. Department of Transportation (DOT) regulatory requirements related to the transportation of radioactive material. Lectures shall also provide practical guidance which can be used by NRC and Agreement State personnel for conducting more effective transportation safety inspections. Lectures shall cover all information provided in the student manual and shall adequately describe any other additional information (e.g. manuals, handouts, etc.) made available to the students.

ii) Demonstrations/Exercises:

The contractor shall conduct classroom demonstrations/exercises which apply the concepts presented in the class such as determining the proper package selection, marking, labeling, communication, and placarding for a package containing a specified amount of radioactive material. These exercises shall include preparing shipping papers for closed and open transport vehicle shipments, and for both exclusive and non-exclusive use shipments of radioactive materials. The shipment exercises shall include examples of the types of shipments inspected by NRC and agreement state personnel including byproduct material (e.g., industrial radiography sources, both with and without an overpack, moisture density gauges, process gauges, and medical sources); and spent fuel and commercial reactor radwaste resin shipments.

iii) Course Materials:

The contractor shall provide course materials (the student and instructor manuals and all reference materials) to the current industry standards, and shall be utilized for the period of the contract, including optional periods.

The NRC Project Officer will be responsible for the review and approval of contractor-developed training aids, case study manuals, course manuals, training objectives, course examinations and for approval of any alternative training materials from those owned by the NRC. If the presentation slides, course materials, or handouts are revised, the contractor shall provide a copy of the revised material to the NRC Project Officer along with an electronic media copy upon receipt of subsequent course delivery orders. The revised material must be in accordance with HRTD Operating Procedure 0408, "HRTD Training Material Style Guide," that will be provided by the Project Officer.

All course materials, as well as training aids, prepared or created by the contractor or obtained for the NRC for use in the presentation of the course will become the property of the NRC upon completion of the contract.

1) Student Manual

- a) The contractor shall prepare a student manual for use during the presentation of the course material. The contractor must provide each student a copy of the student manual, in one or more appropriate-sized binders. The student manual shall include printed copies of view graphs, slides and other visual aids required to present the course.
- b) Learning objectives shall be included at the beginning of each section or chapter.
- c) The student manual shall also include a Table of Contents, a glossary of common terms and copies of relevant reference material. Short references (approximately six pages or less) shall be included in the manual while lengthy references shall be listed in a bibliography which provides the student with sufficient information to determine what issues the reference covers and where a copy may be obtained.
- d) At a minimum, the student manual shall cover:
 - i) Background - a general description and historical perspective on the development and basis of transportation regulations for radioactive material;
 - ii) Description or Reference to Regulatory Sources and Organizations Federal Regulations, International Regulations, other domestic sources of regulations and tariffs - UN (ECOSOC); IAEA; ICRP; IMO; IATA; ICAO; competent authority;
 - iii) Radioactive materials - quantities and units, SI and special definition; the A1 and A2 system, RQ; excepted material; instruments and articles; LSA-I, II, III, Criticality Safety Index; HRCQ;

- iv) Radiation and Contamination Limits - package limits; transport index; exclusive use an non-exclusive use shipment limits; overpacks; contamination limits and surveys;
- v) Radioactive material packages - basic principles; packaging requirements; excepted packages; Type A packages; Type B packages; package test standards; industrial packages IP-1, 2, and 3; fissile radioactive material packages and shipments;
- vi) LSA/SCO definitions; background; radiation limits; authorized packaging; conveyance activity limits;
- vii) DOT (49 CFR 172) Hazmat communications and related requirements - list of hazardous materials and proper shipping names for radioactive materials; shipping paper requirements; marking requirements; labeling requirements; placarding requirements; emergency response information requirements and case histories; training requirements;
- viii) NRC Requirements - 10 CFR Parts 20, 61, and 71; Inspection Procedures 71122, 71122.02, 86001, 86730, 86740, 86750;
- ix) Other Requirements - types of carriers and carrier requirements; registration requirements; motor carrier safety requirements; quality assurance/quality control requirements; DOT and NRC enforcement policies;
- x) Reference to IAEA Regulations, explanation of the "Q-system;"
- xi) Shipment Exercises: Student shall apply their understanding of shipping regulations by conducting exercises to determine shipping requirements for the following types of shipments: 1) industrial radiography "camera" (Ir-192), both with and without an overpack; 2) moisture density gauge (Am:Be and Cs-137); 3) medical isotope "generator" (Mo-99); 4) industrial gauge source (Cs-137); 5) mixed fission and activation product spent resin; 6) teletherapy source (Co-60); 7) medical iodine therapy source (I-131)

2) Other Student Materials

- a) If not included in the student manual, the most recent version of the following materials shall be provided to each student:
 - i) 10 CFR Parts 20, and 10 CFR Part 71,
 - ii) 49 CFR Parts 100-185 ; the MANCOMM (Magnan Communications, Inc., www.mancomm.com) Hazardous Materials regulations, or equivalent,
 - iii) NRC Inspection procedures: 71122, 71122.02, 86001, 86730, 86740, 86750
 - iv) Suggested State Regulations, Part T,
 - v) Applicable NRC Regulatory Guides,
 - vi) Applicable NRC and DOT policy documents pertinent to the subject material,
 - vii) Relevant viewgraphs/slides, e.g., PowerPoint used during the course presentation and not already provided in the student manual,
 - viii) Applicable case studies and workshop problems, including solutions,
 - ix) Handouts, i.e., material normally included in the student manual (these shall be kept to a minimum, and shall be comprised of material that could not be incorporated into the student manual prior to commencement of the course presentation).
- b) The contractor may elect to provide reference material of limited use on a CD or DVD to the students for future reference.

3) Instructor Manual

The contractor shall provide an instructor manual to supplement the student manual. The instructor manual shall be prepared in sufficient detail to allow a qualified individual

who has not previously conducted the course to present the material in an organized fashion. The instructor manual shall include, as a minimum:

- a) Detailed course outline;
- b) Clearly defined learning objectives for each topic;
- c) Copies or detailed descriptions for visual aids;
- d) Detailed lesson plans indicating the manner in which the student material will be presented by the instructor. The lesson plans shall include appropriate references to visual aids and other materials required during the presentation and indicate when each is to be used during the presentation; or, a Microsoft PowerPoint presentation may be used as a substitute if adequate instructor information is provided in the notes section.

4) Written Examinations

The contractor shall prepare, administer, proctor, and grade written examinations to evaluate the students' performance to verify that they have attained the proper level of understanding of the course material. The passing criteria for the written examination shall be a grade of at least 70%. The course examination shall consist of fifty (50) multiple choice questions from the NRC's examination database.

The contractor may submit an alternative examination database or a minimum of three different exams in which no more than 50% of the questions are repeated to the NRC's Project Officer for review and approval. Upon final acceptance of any alternative exam questions, the offeror shall provide a copy of the exam database on electronic media.

Exam questions shall be multiple choice with four (4) possible responses of which only one response is correct and the remaining three (3) responses being realistic but incorrect. No answer shall be of the "all of the above," "none of the above," or "A and C," or other partial selection type response. No questions shall be in a True/False format. No more than five (5) questions shall be phrased requiring a negative response, i.e., "which of the following is not correct?" Any such question shall emphasize, by capitalization and underline or bold type the negative element, e.g., **NOT** or **NOT**. Examinations for courses after the first course shall not repeat more than 50% of the questions used on a previous course examination.

The contractor shall provide a copy of the course exam and exam answer key to the project officer at the time of acceptance of the delivery order for a course presentation.

The contractor shall prepare, provide and grade reexaminations, as required, for students who do not demonstrate a sufficient understanding of course material (70% or higher on the examination). Reexaminations shall not repeat more than 50% of the questions used on the previous course examination. The Reexamination may utilize the examination developed for the next course where possible. The reexamination will be administered by NRC personnel for students requiring a reexamination. Whenever possible, these examinations will be given on the examination day for a scheduled course.

iv) Course Duration/Hours: The course shall be approximately 35 hours in duration. Each course presentation shall begin at approximately 8:00 a.m. and end no later than 5:00 p.m. for each day of the five (5) consecutive days of instruction, with exception of the last day of the course which shall end no later than 3:00 p.m., inclusive of the time for the course examination. Breaks of approximately ten (10) minutes should be provided on approximately hourly intervals and in no case at intervals of more than 90 minutes of instruction, at the discretion of the course instructor. Lunch breaks shall be approximately one hour duration.

Course instructors have discretion in the course schedule. In consideration of student schedules and efficient utilization of time, adherence to recommended break intervals and disciplined commencement and resumption of course instruction is expected.

v) Class Size

Class size shall be approximately twenty four (24) students and two (2) optional observers (the Project Officer and/or an individual designated by the Project Officer). Observers will be provided with a copy of the student training materials. These two optional observer positions may be used as regular student positions if the observers designated by the Project Officer do not attend.

vi) Course Preparation

The contractor shall deliver all course materials for a specific course prior to the start of each training session. The contractor's instructors shall arrive in sufficient time prior to the beginning of the first day's session to set up the training room, ensure that the seating arrangement is appropriate, lay out student materials, and prepare equipment and instructor aids without delaying the course presentation.

vii) Software Program

All manuals, both instructor and student, and written examinations shall be prepared in Microsoft Word 2003, the NRC word processing software program. Any graphics presentations used in the course will be developed in Microsoft PowerPoint format.

B.2. Course Deliverables

i) Pre-Course Submission

Sixty (60) days prior to the start of each course, the contractor shall provide the Project Officer a copy of the following material:

- Course schedule (if different from those provided for previous courses),
- Texts and handouts to be provided to the students (if different from those provided for previous courses),
- Course examination with an answer key.

The Project Officer will provide a review of the material within ten (10) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material within twenty-one (21) days from receipt. NRC approval of the material shall be required at least one (1) week prior to the start of each course.

ii) Post-Course Submission

Within thirty (30) days of completion of a course presentation, the contractor shall submit a Course Presentation Report to the NRC Project Officer. Payment for course presentations requires receipt of course presentation reports. The report shall contain:

- a) A cover letter report discussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student instructor and course evaluations.
- b) Original examination coversheet and graded answer sheet and a summary of student results including class average and standard deviation.
- c) Original student course and instructor evaluations.
- d) Original student information sheets.
- e) Documentation and an itemized invoice for associated travel expenses not to exceed the per course ceiling established for the contract year.

iii) Reexaminations

For all reexaminations, a copy of the reexamination shall be submitted to the NRC Project Officer two weeks prior to the date it will be administered. The NRC Project Officer will

coordinate administering the reexamination and, within five (5) days after the examinations, return them to the contractor for grading.

B.3. Quality Assurance Plan

100% inspection: The NRC Project officer shall review the Contractor's Pre-Course Material Submission and ensure that all materials submitted meet all requirements. The NRC Project Officer and/or designee may attend the course for observation. The NRC Project Officer will also review the Course Presentation Report, including the student evaluations.

B.4. Incentives

A 0.05% deduction in total CLIN amount will be taken for each business day late for each deliverable submission.

C. Task 3 - Course Material Updates**C.1. Requirement**

In the event of new regulatory requirements or significant changes to industry standards, the contractor shall update the course materials to the current industry standards.

C.2. Standard

All course material shall be updated to the current industry standards.

C.3. Deliverable

Revised/updated course material(s).

D. Task 4 – Final Report**D.1. Requirement**

The contractor shall furnish a final report to be included with the last course presentation report in accordance with NRC Management Directive 11.1. The report shall contain as a minimum the below four requirements:

- i) A technical report of the work completed.
- ii) Any problems or delays encountered and their solutions.
- iii) Recommendations for improvements.
- iv) Transference of all government furnished materials and all contract-developed materials.

D.2. Standard:

All requirements listed in D.1 must be fulfilled.

D.3. Deliverables

The final report shall be submitted thirty days (30) prior to the end date of the contract. One copy shall be sent to the Project Officer and one copy to the Contracting Officer.

D.4. Quality Assurance Plan

100% inspection: The NRC Project Officer will review the final report and ensure that all requirements listed in D.1 are contained in the report.

D.5. Incentive

A 1% deduction in total CLIN amount of Task 4 will be taken for each business day overdue. A 30% deduction in total CLIN amount will be taken for each missing minimum requirement.

IV. INSTRUCTORS

The course shall be conducted by a contractor with related training experience as well as wide-ranging experience in the field of transportation of radioactive materials from both a technical and regulatory standpoint.

Course instructors shall have expertise in current NRC and DOT transportation requirements pertaining to transportation of radioactive materials. As a minimum, the instructors having the following areas of diverse experience and expertise are required:

- i) Packaging of radioactive materials for transport
- ii) Labeling of radioactive materials for transportation
- iii) Shipping papers and manifests for transport and disposal of radioactive materials
- iv) Requirements for low level radioactive waste disposal.
- v) Surveying of vehicles with radioactive materials shipments.

V. PLACE OF PERFORMANCE

The courses may be conducted at any location in the contiguous United States. It is anticipated that approximately half of the course presentations will be conducted at the NRC's Technical Training Center in Chattanooga, TN. Courses may be requested at the NRC's headquarters "Professional Development Center," in Bethesda, MD, or at any of the NRC Regional offices: Atlanta, GA; Arlington, TX; King of Prussia, PA; or Lisle, IL. Additionally, courses may be requested in Agreement States or States that are planning to become an Agreement State.

VI. TRAVEL

Allowable travel expenses for course instructors are to include transportation, rental vehicle, if necessary, and per diem. The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice. Actual expenses will be reimbursed up to the established ceiling for each course during each year of the contract upon receipt of documentation of travel expenses.

VII. NRC FURNISHED MATERIALS

The NRC will furnish, prior to the first course to be conducted under this contract, a master copy of the Transportation of Radioactive Materials course student manual, reference material compact disk (CD), and the course exam question bank.

An offeror may propose an alternate manual by submitting their proposed student manual for evaluation as part of their proposal. Upon award of contract and final acceptance of an offeror's course manual, the offeror shall provide a copy of the manual on electronic media compatible with the NRC's computer software (e.g., Microsoft PowerPoint or Microsoft Word).

Prior to each scheduled course, the NRC Project Officer, shall provide a student information sheet and a course evaluation form to be provided to course participants during the administrative session of each course.

Regulatory Guides 8.13 and 8.29 for duplication and distribution to the students by the contractor are available on the web at: <http://www.nrc.gov/reading-rm/doc-collections/reg-guides>.

NRC regulations and inspection procedures for transportation of radioactive material are available on the web at: <http://www.nrc.gov/reading-rm/doc-collections/cfr/>.

VIII. EQUIPMENT AND FACILITIES

Due to agency computer security requirements, the contractor will not be able to access the NRC's computer system. Therefore, the contractor shall provide a laptop computer with appropriate software (such as Microsoft PowerPoint) that can be connected to the NRC's classroom projection system for courses conducted at the NRC's training facility.

A computer projection system is available in the classrooms at all NRC training facilities. Connections are available for laptop computers. However, a computer projection system may not be available at remote sites. In this case the contractor must provide a projection system for course presentations.

The contractor will provide all other equipment and materials needed for course presentations.

IX. ADDITIONAL INFORMATION/GUIDANCE

The NRC will order at least one course during the period of this contract. Additional courses may be ordered if warranted by student demand. It is anticipated that up to three (3) courses will be requested each fiscal year. Exact dates of course presentations will be mutually agreed upon by the contractor and the NRC Project Officer at least ninety (90) days before each course. The geographic location of the course will be coordinated with the contractor at least ninety (90) days before each course. Courses will be formally scheduled by delivery orders at least thirty (30) days prior to a course presentation. The contractor will indicate their concurrence by returning the signed approved delivery order within ten (10) days of receipt.

Should the NRC determine no later than thirty (30) calendar days prior to the start of a course that the need is insufficient to conduct the training; the NRC may reschedule or cancel the course presentation by written notification to the contractor without obligation to the government.

Should it be determined that a course is not needed within thirty (30) work days of the scheduled course, a course may be canceled by the Government, with reimbursement for expended time and materials. It is anticipated that course materials developed for a canceled course presentation will be available for the contractor to use in a subsequent course presentation.

The NRC reserves the right to supplement course presentations with NRC or other technical experts if available. For this reason, approximately two hours sometime during the week shall be set aside for guest speakers' presentations, if requested. If guest speakers are available, the contractor will be notified by the Project Officer at the time of issuance of the delivery order so that the contractor may arrange to provide for this change in the course presentation schedule. If guest speakers are not available, the contractor shall fill the reserved time with instructional activities.

Student background and experience will vary. The contractor should not assume student knowledge in the transportation of radioactive materials. The NRC Project Officer will coordinate student attendance.

X. SUBCONTRACTS

Any subcontracts require the prior written approval of the NRC Contracting Officer and submittal of the resumes of education and subject matter and training experience of any personnel involved in the subcontract.

XI. PERFORMANCE REQUIREMENTS SUMMARY

Task	Deliverable	Quality Assurance Plan (QAP)	Performance Requirement	Incentive/Deduction
Task 2 - Instruct/Present the "Transportation of Radioactive Materials" Course	Pre-Course and Post-Course Submissions	100% Inspection: NRC Project Officer review of Pre-Course and Post-Course Material Submissions.	1) 100% timely submission of Pre-Course and Post-Course Material Submissions	1) 0.05% deduction in total CLIN amount for each business day late for each submissions.
Task 3 – Final Report	Final Report	100% Inspection: NRC Project Officer review for minimum requirements.	1) 100% timely submission of Final Report. 2) All four stated minimum requirements contained in report.	1) 1% deduction in total CLIN amount for each business day late on submission. 2) 30% deduction in total CLIN amount for each missing minimum requirement.

SECTION C - CONTRACT CLAUSES

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

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

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

C.2 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name:	Henry S. Lynn
Address:	U.S. Nuclear Regulatory Commission Mail Stop: C-TN Washington, DC 20555
Telephone Number:	(423) 855-6509
Email Address:	<u>Henry.Lynn@nrc.gov</u>

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

C.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

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

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

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

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 15, 2009 through June 14, 2010.

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

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

C.5 ORDERING PROCEDURES (MAY 1991)

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

N/A

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

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, 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 \$200,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 1 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 5 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.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

C.10 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

C.11 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

(End of Addendum to 52.212-4)

C.13 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(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--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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 whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 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.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2009)

(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) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved]

(8)(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.

(9)(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.

(10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11)(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.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- (15) 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).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 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).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 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).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (30)(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.
- (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (FEB 2009) (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.
- (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 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).
- (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (37) 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)).
- (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (43)(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.).

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
01020- Administrative Assistant	\$20.68 & \$3.35
15090- Technical Instructor	\$18.34 & \$3.35

15095- Technical instructor/Course Developer

\$22.44 & \$3.35

[X] (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 (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) [Reserved]

- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 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).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 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.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employee Eligibility Verification (JAN 2009)
- (xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 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.15 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.16 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

- 1) The NRC will furnish, prior to the first course to be conducted under this contract, a master copy of the Transportation of Radioactive Materials course student manual, reference material compact disk (CD), and the course exam question bank.
- 2) Regulatory Guides 8.13 and 8.29 for duplication and distribution to the students by the contractor are available on the web at: <http://www.nrc.gov/reading-rm/doc-collections/reg-guides>.
- 3) NRC regulations and inspection procedures for transportation of radioactive material are available on the web at: <http://www.nrc.gov/reading-rm/doc-collections/cfr/>.

(b) 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.17 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

C.18 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

(e) Access to and use of information.

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

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

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

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

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

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

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

(f) Subcontracts. Except as provided in 48 CFR 209.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

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

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

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1	SAMPLE DELIVERY ORDER	1
2	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	2
	(JUNE 2008)	

**US Nuclear Regulatory Commission
DELIVERY ORDER FORM
Contract No. NRC-38-09-697**

1. Date	2. Delivery Order Number	3. Delivery Order Title
4. NRC Project Officer	5. E-mail Address	6. Phone Number
7. NRC Technical Monitor	8. E-mail Address	9. Phone Number

NRC Provided Materials

10. Documents/Materials Provided

Electronic

Paper

Date Provided

Delivery Order Schedule

Task completion dates and NRC documents/materials are provided for the purpose of planning and responding to this order. Estimates are due within 5 work days from receipt of this order.

	11. Required Task Completion Date	12. Deliverable Due Dates	13. CLIN	14. Price (per contract schedule of supplies/services)
Task:	Start: Complete:			
Task:	Start: Complete:			
Task:	Start: Complete:			
Task:	Start: Complete:			
15. Total Cost				

Acknowledgment and Acceptance of Delivery Order

Signature and Title - Contractor	Date
Signature - NRC Project Officer	Date

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.