

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

GS23F9815H NRC DR3309399

1 13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER SEP 4 2009		2. CONTRACT NO. (if any) GS23F9815H		6. SHIP TO:		
3. ORDER NO. NRC DR3309399		4. REQUISITION/REFERENCE NO. 33-09-399		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Pearlette Merriweather Mail Stop: TWB-01-B10M Rockville MD 20852		7. TO:		b. STREET ADDRESS U.S. Nuclear Regulatory Commission Attn: Nancy chamerlin		
a. NAME OF CONTRACTOR ESI INTERNATIONAL, INC		e. STATE VA		c. CITY Rockville		d. STATE MD
b. COMPANY NAME		f. ZIP CODE 222031853		e. ZIP CODE 20852		
c. STREET ADDRESS 901 N GLEBE RD STE 200		f. SHIP VIA		8. TYPE OF ORDER		
d. CITY ARLINGTON		g. SERVICE-DISABLED VETERAN-OWNED		b. DELIVERY		
9. ACCOUNTING AND APPROPRIATION DATA Obl: \$65,000.00 B&R: 910-15-501-114 JC: J1134 BOC: 252A APP:31X0200.910 FFS:10970755; Obl: \$6500.00 B&R:91015111118 JC:J4106 DOC: 251F APP:31X0200.910 FFS: NRR09164		10. REQUISITIONING OFFICE OIS		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT		REFERENCE YOUR _____		
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION SEE BLOCK 6		b. ACCEPTANCE SEE BLOCK 6		DISTINATION		NET 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
01	DUN#120840798 The Contractor shall provide services in accordance with the Statement of Work, the terms and condition of GSA Contract# GS23F9815H, and at the prices stated in the attached Price Schedule. This is a Fixed Price Indefinite Delivery/Indefinite Quantity Task Order. The minimum guarantee order amount is \$17,235.00 for the life of the task order. Base Period: 10/1/2009-9/30/2010: The Gov't may extend the term of this order for two (2) one-year option periods as follows:		LT			
02	Opt Period 1: 10/01/2010-9/30/2011:		LT			
03	Opt Period 2: 10/01/2011-9/30/2012: Total Task Order Ceiling is \$472,500.00		LT			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						17(i) GRAND TOTAL
c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230		

\$71,500.00

22. UNITED STATES OF AMERICA
BY (Signature)
Pearlette Merriweather

23. NAME (Typed)
Pearlette Merriweather
TITLE: CONTRACTING/ORDERING OFFICER

DATE: 10/1/2009
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 10/08)
PRESCRIBED BY 41 CFR 101-11.6, 101-11.7, 101-11.8, 101-11.9, 101-11.10, 101-11.11, 101-11.12, 101-11.13, 101-11.14, 101-11.15, 101-11.16, 101-11.17, 101-11.18, 101-11.19, 101-11.20, 101-11.21, 101-11.22, 101-11.23, 101-11.24, 101-11.25, 101-11.26, 101-11.27, 101-11.28, 101-11.29, 101-11.30, 101-11.31, 101-11.32, 101-11.33, 101-11.34, 101-11.35, 101-11.36, 101-11.37, 101-11.38, 101-11.39, 101-11.40, 101-11.41, 101-11.42, 101-11.43, 101-11.44, 101-11.45, 101-11.46, 101-11.47, 101-11.48, 101-11.49, 101-11.50, 101-11.51, 101-11.52, 101-11.53, 101-11.54, 101-11.55, 101-11.56, 101-11.57, 101-11.58, 101-11.59, 101-11.60, 101-11.61, 101-11.62, 101-11.63, 101-11.64, 101-11.65, 101-11.66, 101-11.67, 101-11.68, 101-11.69, 101-11.70, 101-11.71, 101-11.72, 101-11.73, 101-11.74, 101-11.75, 101-11.76, 101-11.77, 101-11.78, 101-11.79, 101-11.80, 101-11.81, 101-11.82, 101-11.83, 101-11.84, 101-11.85, 101-11.86, 101-11.87, 101-11.88, 101-11.89, 101-11.90, 101-11.91, 101-11.92, 101-11.93, 101-11.94, 101-11.95, 101-11.96, 101-11.97, 101-11.98, 101-11.99, 101-12.00

ADMS02

GSA Price Schedule

	Course Title	Number of Days	Price Per Student
1	Foundations of Business analysis	[REDACTED]	[REDACTED]
2	How to Gather & Document User Requirements	[REDACTED]	[REDACTED]
3	Process Modeling Management	[REDACTED]	[REDACTED]
4	Logical Data Modeling	[REDACTED]	[REDACTED]
5	Testing Techniques for Tracing & Validating Requirements	[REDACTED]	[REDACTED]

6	Knowledge & Skills Assessment – BA Appraise	Number of Seats	Price per Seat	Price to NRC
		[REDACTED]	[REDACTED]	Included
				Included

Open-Market Price Schedule

7	Course Title	Number of Days	Price Per Student
8	Use Case Modeling	[REDACTED]	[REDACTED]
9	Facilitation Techniques for Requirement Development	[REDACTED]	[REDACTED]
10	CBAP Exam Preparation (Available after November 2009)	e-Training	[REDACTED]
11	Strategic Enterprise Analysis	[REDACTED]	[REDACTED]

U. S. Nuclear Regulatory Commission (NRC)
Office of Information Services (OIS)
Statement of Work
NRC Business Analysis Training and Certification Program

C.1. Background.

The Nuclear Regulatory Commission (NRC), Office of Information Services (OIS) plans, directs, and oversees NRC information resources including technology infrastructure and delivery of information management services to meet the mission and goals of the agency. The Business Process Improvement and Applications Division (BPIAD), in conjunction with the Business Process and Project Management Branch (BPPMB), recognize that well-trained and experienced business analysts are critical to ensuring that the NRC accomplishes its mission and goals effectively and responsibly.

C.2. Goals and Objectives

C.2.1. Contractor shall provide an on-site training and certification program for business analysts.

C.2.2. The program must address the knowledge areas and professional development requirements for business analysts as outlined by the International Institute of Business Analysis (IIBA) and the Business Analysis Body of Knowledge (BABOK)

C.2.3. The program must prepare students to take the exam for obtaining the Certified Business Analysis Professional (CBAP) certification.

C.2.4. Students who successfully complete the program must be provided with a Professional Certificate in Business Analysis and recognition as a Certified Business Analyst (CBA).

C.2.5 The graduates of this program will receive a Professional Certificate in Business Analysis and be prepared to take the Certified Business Analysis Professional (CBAP) certification exam.

C.3. Scope of Work

The Contractor shall provide the necessary training for an NRC Business Analysis Training and Certification program, which shall include the following tasks:

C.3.1. Development of course curriculum based on the IIBA requirements.

C.3.2. Previously completed Business Analysis training in the subject areas outlined in this statement of work by students shall be applied towards the coursework required for the Professional Certificate.

C.3.3. The Contractor shall establish and maintain a student summary in electronic format that documents attendee enrollment, daily attendance, and satisfactory completion of course requirements. This summary listing shall be provided to the NRC Project Officer within one week after completion of each class.

C.3.4. The Contractor shall provide training materials for each class to include course documentation, handouts, best practices, templates, and reference materials. The contractor shall deliver all training materials to the training site listed in C.3.6.

C.3.5. The Contractor shall administer a course evaluation to students during the last day of training. This evaluation shall address the students' satisfaction and effectiveness regarding each course and instructor. The evaluations shall be provided to the NRC Project Officer within one week after completion of each class.

C.3.6. The Contractor shall provide on-site training (five courses per year). This training shall be conducted at the NRC Professional Development Center (PDC) located at the following address:

U. S. Nuclear Regulatory Commission
Professional Development Center (PDC)
7201 Wisconsin Ave, Suite 425
Bethesda, MD 20814-4810
A three-block walk from the Bethesda Metrorail Station
Bethesda PDC phone number is 301-492-2000.
Fax number is: 301-492-2060

If space at the PDC is unavailable, the NRC will provide an alternate location within 15 miles of the PDC.

C.4. Specific Requirements.

C.4.1. The Contractor shall use their own pre-existing training materials and shall provide government case studies during course presentations. The Contractor shall provide a workbook for each trainee consisting of copies of the presentation slides, reference materials and other pertinent documentation to assist the students in successfully completing the training course.

C.4.2. The Contractor shall supply all personnel, training materials, and transportation required to perform the work described in this statement of work.

C.4.3. Within seven (7) business days of receipt of award, the Contractor will meet with the NRC Project Officer to discuss training logistics to include training dates, training room reservations, registering the Contractor (instructor) with security, and registering the NRC students who will be taking the course. This may be accomplished via email or a telephone call. See Section C.12.1 for the NRC Project Officer's contact information.

C.4.4. The target audience is NRC employees who are new to the field of business analysis.

C.4.5. The Contractor shall provide students with a signed certificate of completion after the successful completion of each course required for the Professional Certificate. Additionally, after *all* class work is successfully completed, the contractor shall issue the Professional Certificate and recognition as a Certified Business Analyst (CBA) to the student within 30 calendar days.

C.4.6. Data Rights: All material and information gathered and developed in the performance of the tasks listed in the contract shall be the property of the U.S. Government.

C.4.7. The Contractor shall conduct classroom training during business hours occurring Monday through Friday from 8:00 a.m. – 4:00 p.m. excluding Federal holidays.

C.4.8. The Contractor shall provide five courses per year that qualify for Continuing Education Units (CEUs), Professional Development Units (PDUs), or college credit. The courses provided shall address the business analysis best practices and the Business Analysis Body of Knowledge (BABOK) subject areas designed to prepare students to take the CBAP certification examination.

C.4.9. Key Personnel: The Contractor shall provide qualified instructors who are considered experts in the area of instruction. These instructors will be considered key personnel.

C.4.10. The Contractor shall incorporate government case studies, when appropriate or at the request of the NRC Project Officer, during planning discussions to be held within 30 days after award.

C.4.11. The Contractor shall provide input regarding the scheduling and registration of courses.

C.4.12. The Contractor shall provide the NRC Project Officer with attendance and exam grades (if applicable) within one week after students complete each course.

C.4.13. The Contractor shall offer students the opportunity to make up classes at the Contractor's training facilities in the event that any student cannot attend a course under this contract at the time it is offered at the PDC under circumstances at no fault of the government. The class shall be at no additional cost to the government.

C.5. Contractor Personnel

In the event of temporary absences such as, but not limited to, Contractor personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence. NRC is a secure facility; therefore, the Contractor must be escorted by an NRC employee at all times when in the NRC facilities.

C.6. Government Furnished Equipment, Facilities, and Services

The NRC will provide or make available to the Contractor at the site of training in Bethesda, Maryland, Government furnished classroom space, white board, work desk, office supplies, and information technology (IT) equipment (computer, monitor, keyboard), IT services and IT access (e.g., Internet) necessary to provide the required services. The Contractor is responsible for providing personnel with existing knowledge and significant experience in using office information technology equipment. The Contractor is responsible for the Contractor employee's appropriate use of Government furnished equipment, services, and access. The Contractor and the Contractor's personnel are prohibited from misuse of Government furnished equipment and services.

C.7. Reporting Requirements.

Courses will be scheduled for specific dates during the period of October through June of each fiscal year. Specific dates of courses will be determined by the NRC Project Officer in consultation with the Contractor. The Contractor shall show that it has met its obligations through the following means:

C.7.1. Class Rosters and Course completion Results – Daily attendance for each class shall be taken and the names of attendees provided to the NRC Project Officer at the end of each class by e-mail directed to the NRC Project Officer.

C.7.2. Final class attendance and course completion results (pass/failure) will be provided to the NRC Project Officer upon the completion of the course. Notations will be made to clearly identify students who failed to meet attendance requirements or who failed the course.

C.7.3. Training classes – a schedule of the classes giving location, time, and attendees shall be presented to the NRC Project Officer for approval.

C.7.4. Status meetings – the Contractor will meet with the NRC Project Officer at NRC Headquarters (or by phone) to discuss the status of services, customer satisfaction, and effectiveness of the program, schedule, milestones, deliverables, and costs. Frequency of the meetings will be determined by the NRC Project Officer's review of the student course evaluations.

C.7.5. Course evaluations shall be provided to the students at the beginning of each course to be filled out and returned at the completion of the course. These evaluations will be given to the NRC Project

Officer within a week after the course is completed. Results of the evaluations and recommendations for changing the courses will be discussed at the status meetings and adjustments to the courses will be made as necessary.

C.8. Special Consideration

In the event of an unforeseeable or catastrophic circumstance, the NRC will not be held responsible for paying a cancellation fee. The NRC Project Officer will notify the Contractor as soon as possible about cancellations or changes in logistics.

C.9. Deliverables/Deliverable Table

C.9.1. Deliverables Table

Reference	Milestone/Deliverable	Responsibility	Date
C.4.3	Orientation Briefing Schedule / Kick-off meeting	Government & Contractor	Within 10 days after award
C.4.2	Instructor information (name, contact information, bio)	Contractor	14 days prior to beginning of each course
C.4	Course materials, i.e., course documentation, handouts, best practices in IT project management, templates, and reference materials	Contractor	1 week prior to the beginning of each course (shipped to PDC)
C.7.1	Class attendance sheets	Contractor	1 week after completion of course
C.4.12	Students' completion of course results	Contractor	1 week after completion of course
C.7.5	Student evaluation sheets and instructor feedback sheets	Contract	1 week after course completion.
C.7.4	Status Meeting	Contractor	10th of each month

C.9.2
Inspection and

Acceptance Criteria - Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the Project Officer.

2.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

2.1.1 Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.

2.1.2 Clarity - Work Products shall be unambiguous and relevant. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

2.1.3 Consistency to Requirements - All work products must satisfy the requirements of this statement of work.

2.1.4 File Editing - All text and diagrammatic files shall be editable by the Government.

2.1.5 Format - Work Products shall be submitted in hard copy (where applicable) and in Microsoft word or compatible software. Hard copy formats shall follow any specified Directives or Manuals.

2.1.6 Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

2.1.7 All deliverables must define technical terms (either within the text or through a glossary), as well as any terms used by the Government to describe the Component's business operations.

C.9.3. Place of Performance

The place of performance Bethesda, Maryland, or sites identified by the Project Officer during performance of this effort in the Washington, DC Metro Area.

D. Security Requirements

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

A.1 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 472,500.00. 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 \$71,500.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph 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.

A.2 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract: Not applicable

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

A.3 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Nancy Chamberlin
Address: Nancy.Chamberlin@nrc.gov
Telephone Number: 301.415.1251

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall

request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.4 Other Applicable Clauses

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the award through the end of the effective period..

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

(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.

A.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 \$5,000.00, 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 \$40,000.00;

(2) Any order for a combination of items in excess of \$80,000.00; or

(3) A series of orders from the same ordering office within 5 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.

A.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 expiration of the effective period..

A.8 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

A.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 30 days of task order expiration date; 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 36 months.

A.10 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 30 days of task order expiration date.

A.11 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.12 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.

A.13 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

