

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

1. REQUISITION NO.
03-09-083

PAGE 1 OF

2. CONTRACT NO. GS35F4414G	3. AWARD/EFFECTIVE DATE	4. ORDER NO. NRC-DR-03-09-083	5. SOLICITATION NUMBER NRC-03-09-083	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Kala Shankar		b. TELEPHONE NO. (No Collect Calls) 301 492 3638		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar, 301 492 3638, kala.shankar@nrc.gov Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611420 SIZE STANDARD: \$5 million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Nuclear Reactor Regulation 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
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17a. CONTRACTOR/OFFEROR LEARNING TREE INTERNATIONAL USA, INC. 1831 MICHAEL FARADAY DR RESTON VA 201905304 TELEPHONE NO. 1-800-843-8733	CODE 784896508	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
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<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. EST. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Title: SharePoint Site Manager Training Period of Performance: One year from date of award Estimated Delivery Order Ceiling: \$150,000.00 Project Officer: Gayathri Sastry; 301 415 8344				
1	Contract Kickoff Meeting (Instructor's Roster, Course and Delivery Schedule, Project Plan and Course Syllabus)		LOT		
2	Instruct/Present "SharePoint Site Training" Course - Group of 10 students		COURSE		\$128,000.00
3	Instruct/Present "SharePoint Site Training" Course - Two groups of 10 students to run concurrently at the same location and on the same days.		COURSE		\$22,000.00
4	Each additional attendee		EA		
This is a requirements contract. The quantities are estimates.					
(Use Reverse and/or Attach Additional Sheets as Necessary)					
				SUBTOTAL	\$150,000.00

25. ACCOUNTING AND APPROPRIATION DATA 920-15-111-118; J4398; 252A; 31X0200.920; OBLIGATE :\$22,000 DUNS: 784896508	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 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	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>[Signature]</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kala Shankar</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Donald F. Barbary, President and GM	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kala Shankar Contracting Officer
30c. DATE SIGNED 9/25/09	31c. DATE SIGNED 9/25/09

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITIONS NOT USABLE
TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.211
OCT 06 2009
ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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SECTION A- ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS**A.1 PROJECT TITLE**

The title of this project is as follows:

SharePoint Site Manager Training Course**A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide necessary personnel, management administrative and technical services to provide the SharePoint Site Manager Training Course as outlined in the Statement of Work (SOW).

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

The ordering period for this contract shall commence on date of award and will expire twelve months thereafter. 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.)

A.4 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 \$150,000.00. 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 \$22,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the 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.

SECTION B- DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. Background

The United States Nuclear Regulatory Commission (NRC) is a federally mandated agency whose primary mission is to regulate the commercial use of nuclear materials within the United States. The NRC provides licensing and regulation of nuclear reactors and industrial research use of nuclear materials, and the possession, use, processing, handling, and disposal of nuclear materials.

Office of Nuclear Reactor Regulation (NRR) supports the NRC mission to protect public health, safety, and the environment by developing and implementing rulemaking, licensing, oversight, and incident response programs for reactors. We conduct these activities in a manner that develops trust and is consistent with the NRC organizational values.

The Information & Infrastructure Services Branch, Program Management, Policy Development and Analysis, NRR, plans, directs, and oversees NRR's information resources, including technology infrastructure and delivery of information management services, to meet the mission and goals of the agency. It provides principal advice to the NRR staff to ensure that information technology (IT) is acquired and information resources throughout the office are managed in a manner consistent with Federal information resources management (IRM) laws and regulations.

NRR has the requirement to provide SharePoint training for NRR staff members. These individuals will serve as SharePoint Site Managers and will be responsible for creating and customizing sites using standard built-in SharePoint features, managing permissions, and providing support for site members. This course will fulfill the course requirements outlined in section 3 and the content outlined in section 3.2.

2. Objective

The objective of this contract is to have a Contractor provide hands-on training to NRR staff at NRC HQ.

3. Scope of Work

Minimum requirements for this training include:

1. When possible, the course will be held at NRC's Professional Development Center located at Gateway Building, 7201 Wisconsin Ave, Suite 425, Bethesda, MD 20814-4810. If the training must be held at the training provider's facility, the facility must be located walking distance of a Washington Area Metro Station.
2. The course must be hands-on. The training provider is responsible for providing all hardware and software required to provide this training.
3. The training provider must have proven experience and expertise in providing SharePoint 2007 training.
4. The course must provide American Council on Education (ACE) Accreditation for two semester hours of college credit and 23 Professional Development Units recognized by the Project Management Institute.
5. The training provider must provide a 100% unconditional satisfaction guarantee for this training.

3.1 Course Objectives

After completion of this course, the participants shall be able to successfully meet their responsibilities as a SharePoint Site Manager responsible for creating and customizing sites using standard built-in SharePoint features, managing permissions, and providing support for site members.

3.2. Course Description

The course shall include the following content (or equivalent).

1. Overview of SharePoint technologies
 - Maintaining information integrity
 - Overcoming ineffective team coordination
2. Benefits of SharePoint
 - Accessing data from a common source
 - Efficient enterprise team collaboration
 - Extending Windows SharePoint Services (WSS) 3.0 with SharePoint server 2007
3. Creating SharePoint Sites
 - Site Definition
 - Site templates
 - Permissions
 - Site Maintenance
 - Back up and restore
 - Customizing
 - Removal of inactive sites
4. Content Management
 - Windows SharePoint Services
 - News
 - Events
 - Surveys
 - Lists
 - Blogs
 - RSS
 - Wizards
 - Attachments
 - Wikis
 - Mobile Sites
 - Storing documents
 - Libraries: document, form, image
 - supporting various document types
 - Filtering library and list output
 - Offering alternative views
 - Generating user-defined fields
5. Targeting Content with Web Parts
 - Customizing pages
 - Arranging Web Parts with zones
 - Selecting components from the gallery
 - Setting custom properties
 - Connecting related Web Parts
 - Installing Web Parts
 - Third-party Web Parts
 - Deployment strategies
6. Collaborating with SharePoint
 - Sharing documents

- Access control (Check in/Check out)
- Tracking changes using version control
- Tracking changes using version control
- Integrating with Microsoft Office
 - Achieving online document collaboration with Word
 - Synchronizing excel and Access with SharePoint lists
 - Coordinating schedules with Outlook
- Team Communications
 - Building Discussion Boards
 - Establishing project tracking lists
- 7. Consolidating Business Processes
 - Employing Microsoft InfoPath
 - Simplifying form-based data entry
 - Exploiting built-in templates
 - Publishing InfoPath forms to SharePoint
 - Activating the form library
 - Editing business-critical information
- 8. Extending Sites with SharePoint Designer 2007
 - Modifying SharePoint sites
 - Developing visually rich site interfaces
 - Improving "out-of-the-box" page structure
 - Displaying dynamic data
 - referencing the data source catalog
 - Linking to multiple data sources
 - Populating a data view
 - Transforming site layout
 - Standardizing layout with themes
 - Providing a custom look and feel using templates
- 9. Expanding Functionality with SharePoint Server 2007
 - Traversing sites and content
 - Indexing geographically dispersed content
 - targeting content using audiences
 - Personalizing enterprise information with SharePoint Server 2007 tools
 - My Site
 - My Calendar
 - My Links
 - My Inbox
 - My Alerts
- 10. Adapting SharePoint technologies to Own Environment
 - Leveraging Excel Services
 - Consuming a Web service in SharePoint
 - Architecting a SharePoint Implementation strategy
 - Benefiting from SharePoint workflows

4. Specific Requirements

4.1. The Contractor shall supply all personnel and training materials required to perform the work described in this Delivery order. The Contractor shall conduct management and planning functions during the course of the effort such as planning and scheduling of course activities.

4.2. Within seven (7) business days of receipt of the Delivery order, the Contractor shall contact the NRC Project Officer or a staff member designated by the Project Officer to discuss all content and logistics issues related to the contract. i.e. location, course content, date and timing of the training, registration process for NRR staff who will be

taking the training, parking and metro options for staff taking the training. This may be achieved through a telephone conference call.

4.3. The Contractor shall use their own training materials. 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 trainees in successfully completing the training course.

4.4. The Contractor shall provide the necessary instructor(s) to conduct and oversee the training. The instructor shall have the requisite experience in hands-on computer-based instruction and in the course objectives stated in C.3.2.

4.5. The target audience is NRR employees. Attendance (minimum number of trainees) for the four-day class is outlined in Section B.1.

4.6. The Contractor shall, at the time of the class, aid in the registration of trainees and manage the use of audiovisual equipment. At the successful completion of the course, the Contractor shall provide the trainee with a signed Certificate of Training.

4.7. 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.

4.8. 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.

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.

6. Contractor Responsibilities

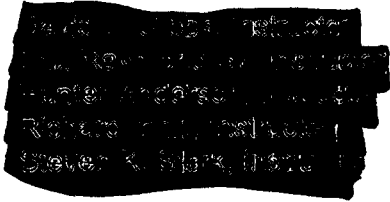
The services performed under this Delivery order by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this Delivery order.

7. Government Furnished Equipment, Facilities, and Services

None

SECTION C - TASK ORDER TERMS AND CONDITIONS- NOT SPECIFIED IN THE CONTRACT**C.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20****C.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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.3 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: Gayathri Sastry
Address: U.S. Nuclear Regulatory Commission
Mail Stop: OWFN/13 C5M
Washington, DC 20555

Telephone Number: 301-415-8344

Email: gayathri.sastri@nrc.gov

(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.4 ORDERING PROCEDURES (MAY 1991)

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

Bryan Champion

(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.5 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.

C.6 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.7 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

C.8 Other Applicable Clauses

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-21, Requirements

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

C.9 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 date of award through contract expiration.

(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.10 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 \$100.00, 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 \$25,000.00;

(2) Any order for a combination of items in excess of 100,000; 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.11 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders

issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 contract expiration date.

C.12 52.217-7 Option for Increased Quantity—Separately Priced Line Item. (MAR 1989)

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

C.13 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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-DR-03-09-083**

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.