AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE 1 OF PAGES 31

2. CONTRACT NO. (Proc. Inst. Ident.)	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
NRC-38-10-715	02-25-2010	HR-10-715 01/26/2010

5. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Monique B. Williams
Mail Stop: TWB-01-B10M
Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5) CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

N J NUMARK ASSOCIATES INC
NUMARK ASSOCIATES, INC.

1220 19TH ST NW STE 500

WASHINGTON DC 200362444

CODE 788247377 FACILITY CODE

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE

U.S. Nuclear Regulatory Commission

Washington DC 20555

12. PAYMENT WILL BE MADE BY CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7-I-2
Attn: (NRC-38-10-715)

Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
0-8415-171114, X8487, 251F, 31X0200
Amount Obligated: $155,452.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall Develop and Present a Course on Electrical Codes and Inspection for NRC Inspectors and Technical Personnel as described in the Statement of Work (see Section C), at the prices specified in the Price/Cost Schedule (see Section B.6). The period of performance for the base period is 2/25/2010 - 2/24/2011 with four (4) one-year option periods, if exercised. Reps and Certs are incorporated by reference from orca.gov.				
				15G. TOTAL AMOUNT OF CONTRACT	$155,452.00

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 02 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Neil J. Numark, President

20A. NAME OF CONTRACTING OFFICER
Monique B. Williams
Contracting Officer

19B. NAME OF CONTRACTOR
BY [signature] (Signature of person authorized to sign)

19C. DATE SIGNED 2/26/10

20B. UNITED STATES OF AMERICA
BY Monique B. Williams (Signature of Contracting Officer)

20C. DATE SIGNED 2/25/2010

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

TEMPLATE - ADM001 SUNSI REVIEW COMPLETE APR 09 2010 ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows: Electrical Codes and Inspection Course

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

(a) Brief description of work:

The purpose of this procurement is to obtain a course on Electrical Codes and Inspection for NRC inspectors and technical personnel.

B.3 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: FFP/CPFF line items.

Clauses designated with "$" to the left of the citation number are applicable to FIXED-PRICE line items only.

Clauses designated with "@" to the left of the citation number are applicable to COST-REIMBURSEMENT line items only.

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is $146,017.00.

B.5 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)

(a) The total estimated cost to the Government for full performance under this contract is $9,435.00.

(b) The amount obligated by the Government with respect to this contract is $9,435.00.

B.6 PRICE/COST SCHEDULE

Base Year: Period of Performance: (2/25/2010 – 2/24/2011)

ITEM NO.	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001	Development of Electrical Codes and Standards Course	1	Each	$99,925.00	$99,925.00
002	Presentation of Electrical Codes and Standards Course	1	Each	$46,092.00	$46,092.00
003	* Travel Costs (Cost Reimbursable)	1	LOT	$9,435.00	$9,435.00

TOTAL PRICE BASE YEAR: $155,452.00

Option Year 1: Period of Performance: (2/25/2011 – 2/24/2012)

ITEM NO.	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
004	Presentation of Electrical Codes and Standards Course	1	Each	$51,995.00	$51,995.00
005	* Travel Costs (Cost Reimbursable)	1	LOT	$7,936.00	$7,936.00

TOTAL PRICE OPTION YEAR 1: $59,931.00

Option Year 2: Period of Performance: (2/25/2011 – 2/24/2012)

ITEM NO.	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
006	Presentation of Electrical Codes and Standards Course	1	Each	$53,555.00	$53,555.00
007	* Travel Costs (Cost Reimbursable)	1	LOT	$8,174.00	$8,174.00

TOTAL PRICE OPTION YEAR 2: $61,729.00

Option Year 3: Period of Performance (2/25/2012 – 2/24/2013)

ITEM NO.	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
008	Presentation of Electrical Codes and Standards Course	1	Each	$55,162.00	$55,162.00
009	* Travel Costs (Cost Reimbursable)	1	LOT	$8,419.00	$8,419.00

TOTAL PRICE OPTION YEAR 3: $63,581.00

Option Year 4: Period of Performance (2/25/2013 – 2/24/2014)

ITEM NO.	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
010	Presentation of Electrical Codes and Standards Course	1	Each	$56,816.00	$56,816.00
011	* Travel Costs (Cost Reimbursable)	1	LOT	$8,672.00	$8,672.00

TOTAL PRICE OPTION YEAR 4: $65,488.00

TOTAL PRICE BASE YEAR AND OPTION YEARS: $406,182.00

*Note: * 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.*

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PERFORMANCE STATEMENT OF WORK
For
ELECTRICAL CODES AND INSPECTION COURSE

I. BACKGROUND

As part of its overall mission, the U.S. Nuclear Regulatory Commission (NRC) licenses and inspects various facilities to ensure compliance with applicable codes and standards during all phases of construction, testing and operation, in order to identify conditions which may adversely affect the health and safety of the public. In support of this mission, the NRC provides a program of training for its inspectors and other technical personnel. The NRC licenses and inspects nuclear power plants and other nuclear facilities constructed within the United States. The NRC ensures that these plants and facilities are designed and constructed in compliance with applicable NRC regulations and associated industry standards commonly used during construction activities.

II. CONTRACT OBJECTIVE

The purpose of this procurement is to obtain a course that will provide inspectors with the necessary understanding of the following:

- General Electrical/I&C codes and standards commonly used during construction activities;
- NRC Regulatory Guides associated with Electrical/I&C codes and standards;
- NRC Standard Review Plan for Electrical/I&C Systems (Section 7.0 and 8.0 of NUREG 0800);
- Requirements of 10 CFR Part 50, Appendix B;
- Electrical/I&C Environmental Qualification Testing
- Case studies of construction related issues associated with Electrical/I&C SSC(s); and
- Overview of other internationally recognized Electrical/I&C codes and standards and guidance.

III. SCOPE OF WORK

The contractor shall furnish the necessary qualified personnel, materials and services to develop and present a training course in accordance with the list of proposed topics as outlined in **Attachments 1 and 2**.

A. TASK 1 – REQUIREMENT – DEVELOPMENT OF ELECTRICAL CODES AND INSPECTION COURSE

Course Description

1. Course Content

Each contractor's proposed course outline shall include as a minimum the topics listed in Attachment 1. Changes in, additions to, or deviations from the topics listed are permitted, but the content of the final outline shall be approved by the NRC Project Officer. The course objectives shall be accomplished through a combination of lectures, discussions, and case studies of electrical/I&C construction issues.

2. Course Duration

The course shall be approximately 9.5 days in duration. This typically allows for approximately 66 hours of instruction.

3. Course Materials

The contractor shall provide the course material (the student and instructor manuals and any reference material) to the current industry standards, and shall be utilized for the period of the contract, including option periods. During the contract period, in the event of new regulatory requirements or significant changes to industry standards, the course material may need to be updated. If this is necessary, the contract will be modified via a contract modification. All manuals, both instructor and student, shall be prepared in Microsoft Word 2003. Any graphics presentations used in the course will be developed in Microsoft PowerPoint format. Any view graphs, slides, graphics, and pictures/photos, etc. that were originally developed, prepared or copied in color should also be provided in colored format in the course manuals.

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

4. The contractor shall provide the following items:

a. Student Manual

1) The contractor shall prepare a student manual for use during the presentation of the course material. The student manual shall include printed copies of view graphs, slides and other visual aids required to present the course.
2) Learning objectives shall be included at the beginning of each section or chapter.
3) 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.

The contractor shall provide a draft copy of the student manual to the NRC Project Officer for review and approval. The contractor shall revise the draft student manual incorporating the NRC Project Officer's comments. The contractor shall provide the final student manual to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one copy to the NRC Project Officer, including computer data storage (e.g., disks, CDs, DVDs, etc.) containing both textual materials in Microsoft Word 2003 format and for graphics material in Microsoft PowerPoint format.

b. Instructor Manual

The contractor shall provide an instructor manual to supplement the student manual. The instructor manual shall include, as a minimum:

1) Detailed course outline;
2) Clearly defined learning objectives for each topic;
3) Copies or detailed descriptions for visual aids;
4) 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 Power Point presentation may be used as a substitute if adequate instructor information is provided in the notes section;
5) Detailed references to course references, codes, and standards;
6) 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 contractor shall provide a draft copy of the instructor manual to the NRC Project Officer for review and approval. The contractor shall revise the draft instructor manual incorporating the NRC Project Officer's comments. The contractor shall provide the final instructor manual to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one copy to the NRC Project Officer, including computer data storage (e.g., disks, CDs, DVDs, etc.) containing the textual materials in Microsoft Word 2003 format and for graphics material in Microsoft PowerPoint format.

c. Visual Aids

The contractor shall develop or provide visual aids to assist students in understanding the course material. The contractor shall use these visual aids to supplement the presentation of the course material. Any visual aid which the contractor deems necessary for the presentation of this course must be provided to the NRC Project Officer as an integral part of the training package. A hard copy of each visual aid used during the course should be included in the student manual as a figure plate at the end of the applicable chapter.

The contractor shall provide a draft copy of the visual aids to the NRC Project Officer for review and approval. The contractor shall revise the draft visual aids incorporating the NRC Project Officer's comments. The contractor shall provide the final visual aids to the NRC Project Officer for review and approval. After receipt of approval, the contractor shall provide one hard copy to the NRC Project Officer, including computer data storage (e.g., disks, CDs, DVDs, etc.) containing the visual aid material in Microsoft Word 2003 format or Microsoft PowerPoint format.

d. Training Materials

For each student including: a student manual which shall include learning objectives for each section, a copy of relevant industry standards and NRC Regulatory Guides, Generic Communications, and policy documents relevant to the subject matter; a copy of relevant view-graphs used during the course presentation and not already provided in the student manual; applicable case histories; and all handouts, (i.e., material not included in the student manual). The use of handouts shall be kept to a minimum and shall represent material that could not have been incorporated in the student manual prior to the start of the course.

Standard – Training materials as described above must address all requirements identified in the Statement of Work and must be delivered on schedule.

Method of Surveillance – The NRC Project Officer or designee will review and approve these documents.

Incentives/Deduction – Full payment in accordance with the price schedule for 100% compliance; or a deduction of 1% for CLIN 001 will be taken for any materials not delivered in accordance with the agreed upon deliverable schedule.

B. TASK 2 – REQUIREMENT - TECHNICAL QUALIFICATION REQUIREMENTS

The courses shall be conducted by a contractor with broad experience in the interpretation, application and implementation of Electrical/I&C codes and standards or experience in assessing proper application of Electrical/I&C codes and standards from a regulatory standpoint.

The contractor shall propose at least two (one primary and one back-up) instructors to present each course. These individuals will be considered key personnel under the contract. Substitution or replacement of key personnel shall require the approval of the NRC Project Officer. For each proposed instructor, a résumé shall be submitted to the NRC Project Officer for approval. Résumés shall also be provided for those individuals preparing the student and instructor manuals, if different from the instructors. Course instructors must have both academic and practical expertise in the areas being taught. Proposed course instructors must have related training experience (i.e., ability to teach technical material to large groups of professional adults).

Standard – The instructors must have broad knowledge of subject areas. In addition, the instructors must have presentation and training experience.

Method of Surveillance – The NRC Project Officer or his or designee will attend the training session to evaluate the instructors presentation skill and technical knowledge of Electrical/I&C Codes and Standards area.

Incentive/Deduction - Full payment in accordance with the price schedule for 100% compliance; or a deduction of 2% for CLINS 002, 006, 010, 014, and 018 for Presentation of the course if the NRC Project Officer determines the instructor's presentation skills and knowledge of the subject area was not in accordance with these requirements.

C. General Information

The number of students in each course shall be limited to thirty-five (35) with up to two (2) additional observers designated by the NRC 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.

1. Class hours should typically start at approximately 8:00 a.m. and end about 4:00 p.m. each day, allowing sixty minutes for a lunch break, with approximately seven hours of instruction time available per day. Breaks shall be provided at a frequency of approximately ten (10) minutes following each 50 minutes of instruction. The first class shall begin at 8:00 a.m. on the first scheduled class day, and end at 12:00 p.m. on the last scheduled class day.
2. The NRC will provide the facilities and equipment (projectors, white boards, etc.) necessary to support the course presentation.
3. The contractor shall arrive in sufficient time prior to the start of the class to check/setup the training room, layout course materials and prepare equipment, etc. as necessary.
4. On the first day of class, the contractor shall ensure required student information sheets are completed and shall inform participants of the requirements for satisfactorily completing the objectives of the course.
5. The NRC Technical Training Center, Chattanooga, TN and the NRC Project Officer will coordinate student attendance.
6. Student background and experience will vary. The contractor should not assume experience in Electrical Codes and Standards application.
7. The NRC reserves the right to supplement course presentations with NRC technical experts, if available. The Project Officer will notify the contractor in advance of the course presentation if technical experts will be used.

D. Number of Courses and Course Scheduling

1. The NRC will order one course during the base year and during the option periods exercised by the NRC. Additional courses may be ordered if warranted by student demand.

2. Exact dates for the course are to be arranged with the contractor at least sixty (60) days before the course. The NRC Project Officer and the contractor

will mutually agree to the actual date the course will be conducted.

3. The NRC will notify the contractor no later than thirty (30) days prior to the time the course is scheduled to begin if rescheduling is necessary due to insufficient student enrollment.

E. UPDATING THE COURSE CONTENT

During the period of performance of this contract the contractor may be requested to make minor modifications to all or part of the training materials developed for a course to keep the course current. The contractor shall be responsible for ensuring that any such modifications are reflected in the materials provided to the students. If significant changes are required then a modification may be required to the contract.

F. PLACE OF PERFORMANCE

The course will be presented at Regional Offices, the NRC Technical Training Center in Chattanooga, TN and NRC Headquarters Professional Development Center (PDC), Bethesda, MD as necessary.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

	NUMBER	TITLE	DATE
		FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
$	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
@	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

	NUMBER	TITLE	DATE
		FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
@	52.242-15	STOP-WORK ORDER	AUG 1989
		ALTERNATE I (APR 1984)	
	52.247-34	F.O.B. DESTINATION	NOV 1991
	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

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

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 DELIVERY SCHEDULE

Within thirty (30) days after contract award a meeting will be held at an NRC office location to include either of the following: NRC Technical Training Center in Chattanooga, TN, Region II in Atlanta, Georgia, and/or NRC Headquarters in Rockville, MD to discuss the course outline, lesson objectives, material preparation, and classroom and laboratory facilities. This meeting may be canceled or rescheduled based upon mutual agreement of the NRC Project Officer and the contractor.

Within thirty (30) days after the initial meeting or within thirty (30) days after receipt of written cancellation of that meeting, provide a draft instructor manual outline and a draft student manual outline to the Project Officer. The NRC Project Officer will provide his review of the material within ten (10) working days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material within ten (10) working days after receipt of the NRC Project Officer comments.

Within sixty (60) days after acceptance of the draft instructor manual outline and the student manual outline, provide two (2) draft copies of the instructor manual, student manual, and visual aids. The contractor shall carefully proof all materials submitted. The NRC Project Officer will provide his/her review of the material within twenty (20) working days after receipt from the

contractor. The contractor shall correct any deficiencies and resubmit the material within 10 working days after receipt of the NRC Project Officer comments.

Within sixty (60) days after acceptance of the draft materials, submit three (3) copies of final course materials which include:

Student Manual
Instructor manual
Problem sets/workshops and answers
Visual aids (slides, view-graphs, videos, or other)

One copy of computer data storage (e.g., disks, CDs, DVDs, etc.) containing all materials in the required formats shall be forwarded to the NRC Project Officer.

Sixty (60) days prior to the start of each course, provide to 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),

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.

Prior to the start of a course, the contractor shall deliver to the course location the number of copies of the student materials necessary to support the number of students registered for the course.

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

- A cover letter discussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student evaluations.
- Examination booklets and graded answer sheets (original plus one copy) and a summary of student results including class average and standard deviation,
- Student information sheets providing the student's name, business address, business phone number, name of immediate supervisor, date of the course,
- Student evaluations and a summary of student comments.

Final Report

The contractor shall furnish a final report in accordance with NRC Management Directive 11.1 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 Contract Specialist. The report shall contain as a minimum:

1. A technical report of the work completed;
2. Any problems or delays encountered and their solutions, and
3. Recommendations for improvements.

The final report and transfer of all government furnished materials and all contract developed materials shall be done prior to the contract expiration date.

F.4 PAYMENT SCHEDULE

Below please find a Progress Payment Schedule for CLIN 001 – Development of Electrical Codes and Standards Course:

1. PAYMENT 1 – 20% of total contract price - $19,985 – Upon submission and Acceptance of Draft Instructor Manual Outline and a Draft Student Manual Outline (Within approx. 60 days);

2. PAYMENT 2 – 55% of total contract price - $54,959 – Upon submission and acceptance of Draft Copies of the Instructor Manual, Student Manual, and Visual Aids (Within 120 days);

3. PAYMENT 3 - 25% of total contract price - $24,981 – Upon submission and acceptance of FINAL Course Materials (Within approx. 250 days)

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (1 copy)

Name: Douglas Simpkins

Address: U.S. Nuclear Regulatory Commission
Technical Training Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677

Telephone Number: 423-855-6521

(b) Contracting Officer (1 copy)

Name: Monique B. Williams

Address: U.S. Nuclear Regulatory Commission
Mail Stop: TWB-01-B10M
Washington, DC 20555-0001

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

The ordering period for this contract shall commence on February 25, 2010 and will expire on February 24, 2011. The term of this contract may be extended at the option of the Government for an additional four one-year option periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Douglas Simpkins

Address: U.S. Nuclear Regulatory Commission
Technical Training Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677

Telephone Number: 423-855-6521

E-mail Address: douglas.simpkins@nrc.gov

(b) The project officer shall:

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

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

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

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor emplyee 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.

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed $9,435.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.215-70 KEY PERSONNEL (JAN 1993)

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

- [redacted]

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 con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

H.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

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

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

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

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

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

1. Upon request, the NRC will furnish the contractor with at least one copy of applicable NRC documents deemed necessary to support course development and presentation, such as inspection findings, Regulatory Guides, Information Notices, Bulletins and NUREGs. If these documents are available on the NRC website, the contractor may be provided with the URL and directed to download the appropriate information. The NRC will also furnish one copy of a student information sheet and a course evaluation form. The student information sheet and course evaluation forms shall be provided to each student at the start of each course.

2. The NRC will provide the facilities and equipment (projectors, white boards, etc.) necessary to support the course presentation.

(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.

H.4 SEAT BELTS

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

H.5 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

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

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

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

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

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

(End of Clause)

H.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor shall comply with the terms and conditions of the contract regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract will not be deemed accepted or completed until it complies with the NRC'S directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/ grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE OF HYBRID CONTRACT

This is a FFP/CPFF type contract.

See the listing below for applicable contract types:

FFP = Firm Fixed Price
CR = Cost Reimbursement (No Fee) Completion; CR-T = Term

When applicable, the following symbols will appear next to the applicable clauses and provisions through out this document.

$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

	NUMBER	TITLE	DATE
		FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	52.202-1	DEFINITIONS	JUL 2004
	52.203-3	GRATUITIES	APR 1984
	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
	52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
$	52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
@	52.216-11	COST CONTRACT--NO FEE	APR 1984
	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR 2008
	52.222-3	CONVICT LABOR	JUN 2003
	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
	52.222-26	EQUAL OPPORTUNITY	MAR 2007
	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003

		INFORMATION ALTERNATE I (AUG 2003)	
	52.223-6	DRUG-FREE WORKPLACE	MAY 2001
	52.225-5	TRADE AGREEMENTS	AUG 2009
	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
	52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
	52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
@	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
$	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
$	52.232-1	PAYMENTS	APR 1984
$	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
$	52.232-11	EXTRAS	APR 1984
	52.232-17	INTEREST	OCT 2008
@	52.232-20	LIMITATION OF COST	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
	52.232-25A	PROMPT PAYMENT ALTERNATE I (FEB 2002)	OCT 2008
	52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
	52.233-1	DISPUTES	JUL 2002
	52.233-3	PROTEST AFTER AWARD	AUG 1996
@	52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
	52.242-13	BANKRUPTCY	JUL 1995
$	52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
@	52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
	52.245-1	GOVERNMENT PROPERTY	JUN 2007
	52.245-9	USE AND CHARGES	JUN 2007
	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
	52.248-1	VALUE ENGINEERING	FEB 2000
$	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
@	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
$	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
	52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 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 30 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.

I.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond $155,452. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond February 15, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.6 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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ATTACHMENT I

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.