

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. NRC-HQ-11-R-38-0079 July 8, 2011		PAGE 1 OF 43				
2. CONTRACT NO. NRC-HQ-11-C-38-0093		3. AWARD/EFFECTIVE DATE 09-30-2011		4. ORDER NO.		5. SOLICITATION NUMBER NRC-HQ-11-R-38-0079		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Monique B. Williams Mail Stop: TWB-01-B10M Washington, DC 20555				CODE 3100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR. <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 611430 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$7 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO U.S. Nuclear Regulatory Commission Technical Training Center 5746 Marlin Road, Suite 200 Chattanooga TN 37411-5677				CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555				
17a. CONTRACTOR/OFFEROR CODE 062661272		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPAYMENTS_NBCDENVER@NBC.GOV Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230		CODE 3100				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT			
	<p>The United States Nuclear Regulatory Commission (USNRC) is seeking the services of Westinghouse to develop and present a training course titled, "Boiling Water Reactor Maintenance Training Course." This will be a five-day training course where the goals shall be accomplished through a combination of hands-on operation and demonstrations using actual equipment or mockups in accordance with Westinghouse's Offer, LTR-NFSM-11-201 R1.</p> <p>The period of performance will be one year base period and three one-year options. The effective date for the base period is September 30, 2011 to September 29, 2012.</p> <p>The NRC Project Officer is Mr. James McHugh he can be reached at (423)855-6522 or via e-mail:james.mchugh@nrc.gov.</p> <p>DUNS#: 062661272</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>									
25. ACCOUNTING AND APPROPRIATION DATA 2011-84-11-N-157, R8434, 252A, 31X0200, Amount Obligated: \$181,000; APP#: 11-5945						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$932,800				
<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"/> 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Kenneth B. Blanchard</i>					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Monique B. Williams</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kenneth B. Blanchard, Director FENOC & Government Contracts			30c. DATE SIGNED Sept. 29, 2011		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Monique B. Williams Contracting Officer			31c. DATE SIGNED 9/28/2011		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 03 2011

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	PRICING SCHEDULE BASE YEAR: 09/30/2011 - 09/29/2012 Course Development for Boiling Water Reactor Maintenance		lot		
0002	Boiling Water Reactor Maintenance Training Course		each		
0003	OPTION YEAR 1: 09/30/2012 - 09/29/2013, (if exercised) Boiling Water Reactor Maintenance Training Course		each		
0004	OPTION YEAR 2: 09/30/2013 - 09/29/2014 (if exercised) Boiling Water Reactor Maintenance Training Course		each		
0005	OPTION YEAR 3: 09/30/2014 - 09/29/2015 (if exercised) Boiling Water Reactor Maintenance Training Course		each		
	TOTAL PRICE FOR BASE YEAR AND THREE OPTION PERIODS				\$932,800.00
	The above prices includes instructors, course materials for each student, usage of Westinghouse training equipment and course certificates for students successfully completing the training program. The NRC will cover the students' travel and living expenses.				
	PAYMENT TERMS: 100% due upon Delivery and Acceptance by NRC Project Officer for Development of the Course 100% due after Completion & Delivery of the Training Course including the Final Report for that Course.				

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 Monique B. Williams Contracting Officer
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE (301) 492-3640
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE monique.williams@nrc.gov	

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Table of Contents

SECTION A **A-1**

 A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS A-1

SECTION B - CONTINUATION BLOCK **B-1**

 B.1 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)..... B-1

 B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988) B-1

 B.3 DELIVERY SCHEDULE B-2

 B.4 DURATION OF CONTRACT B-4

 B.5 STATEMENT OF WORK B-5

SECTION C - CONTRACT CLAUSES **C-1**

 C.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
 RESPONSIBILITY MATTERS (JAN 2011)..... C-9

 C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)C-1
 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL
 ITEMS..... C-7

 C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
 STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)..... C-9

 C.4 52.216-18 ORDERING (OCT 1995)..... C-16

 C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)..... C-16

 C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)..... C-16

 C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... C-17

 C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) C-17

 C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... C-17

 C.10 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN
 1993) C-17

 C.11 2052.215-70 KEY PERSONNEL (JAN 1993)..... C-20

 C.12 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004) C-22

 C.13 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR
 EMPLOYEES (JULY 2006)..... C-23

 C.14 PROHIBITION OF FUNDING TO ACORN (NOV 2009) C-22

 C.15 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)..... C-22

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **D-1**

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work: The objective of this contract is to have a contractor develop and present a course that will provide NRC inspectors with the technical training necessary to satisfy program requirements in the following topical areas:

- New fuel receipt and inspection
- refueling equipment operation
- vessel disassembly & reassembly
- fuel movement during refueling operations
- control rod blade replacement
- boiling water reactor in-vessel inspections
- control rod drive mechanism maintenance
- nuclear instrumentation replacement
- jet pump beam inspection and replacement
- main steam isolation valve disassembly and reassembly
- reactor recirculation pump seal operation and replacement

These activities are all designed to facilitate the inspection of boiling water reactor licensees.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.2 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 \$932,800. 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 \$181,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 DELIVERY SCHEDULE & PLACE OF DELIVERY

Milestones

- a. Within thirty (30) days after contract award – a meeting at the Contractor's facility.
- b. Within sixty (60) days after contract award – a draft detailed course outline will be submitted to the NRC PO for review.
- c. Within one hundred and twenty (120) days after contract award – all draft course materials (course objectives, student text/handout materials, instructor guides, and demonstration guides – as needed) must be submitted to the NRC Project Officer for review. These materials must be provided to the students sixty (60) days prior to the start of the first course (and prior to the start of subsequent courses if revised).
- d. The NRC PO will approve/disapprove the materials within twenty-one (21) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the materials to the NRC PO. NRC's approval of the material shall be required a minimum of twenty-one (21) days prior to the start of each course.
- e. Within one hundred eighty (180) days after contract award – ready for presentation of the first course.
- f. Notify the NRC Project Officer within ninety (90) days of the start of a course of any changes that need to be made to the course materials due to changes in the technology or due to recent events.
- g. Exact course dates will be arranged with the Contractor at least ninety (90) days before each course. Courses will be formally scheduled via a work/delivery order form signed by all parties involved. This form may be sent electronically (such as in a word processor or other format) by e-mail for approvals. (see Attachment I)
- h. Should the NRC determine that the need to conduct a course presentation is insufficient, the NRC will notify the contractor, no less than 30 days prior to the start date of a scheduled course session, to reschedule the session. The session will be rescheduled at no additional cost or obligation to the Government. A revised delivery order form will be completed by the parties involved with the new dates.

Deliverables

- a. Any and all activities associated with the deliverance of the tasks, from course development to course documentation.
- b. Provide the NRC PO a copy of the following materials: the course schedule, any texts and handouts to be provided to the students sixty (60) days prior to the start of the first course (and prior to the start of subsequent courses if revised). The NRC PO will approve/disapprove the materials within twenty-one (21) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the materials to the NRC PO. NRC's approval of the material shall be required a minimum of twenty-one (21) days prior to the start of each course.

Course Presentation Reports

1. Within thirty (30) days of the completion of a course, the Contractor shall submit a Course Presentation Report to the NRC Project Officer. The report shall contain:
 - a. A cover letter report discussing accomplishments, problems, recommendations for improvement, and the status of correcting errors found during the course presentation.
 - b. Submit corrected materials
 - c. Student evaluations and comments
 - d. Student registration forms.
2. Within thirty (30) days after completion of the course, the contractor shall correct all errors noted during the course and/or identified on the course evaluation sheets and update the course materials. The corrections of errors that do not change the content of the course (spelling, grammar, etc.) do not require approval by the NRC PO.
3. All course material(s) for the course shall be reviewed by the NRC PO within fourteen (14) days after receipt from the Contractor. The Contractor shall correct any deficiencies and resubmit the material. NRC approval of the material shall be required at least thirty (30) days prior to the start of each course. After the initial review, only the new material will need to be reviewed by the NRC Project Officer.

Final Report

The Contractor shall furnish a final report. This report can be sent via electronic means to the NRC PO and the CO. The report shall contain as a minimum:

- a. A technical report of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvement.

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

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 (01 copy)

Name: James McHugh
Address: U.S. Nuclear Regulatory Commission
Technical Training Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677
Telephone Number: 423-855-6522
E-mail: james.mchugh@nrc.gov

(b) Contracting Officer (1 copy)

Name: Monique B. Williams
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Washington, DC 20555
Mail Stop: TWB-01-B10M
Telephone Number: 301-492-3640
E-mail Number: monique.williams@nrc.gov

B.4 DURATION OF CONTRACT PERIOD (MAR 1987)

The ordering period for this contract shall commence on September 30, 2011 and will expire on September 29, 2012. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three years.

B.5 STATEMENT OF WORK

BOILING WATER REACTOR MAINTENANCE TRAINING COURSE

1.0 BACKGROUND

The Nuclear Regulatory Commission inspects the facilities of licensees to determine whether facility operations and maintenance are conducted in compliance with license provisions and to identify conditions that might adversely affect the health and safety of the public or the environment.

In support of this mission, specialized technical training programs are required to give NRC inspectors and other staff an understanding of the regulatory and operational bases for refueling operations and core loading.

2.0 PURPOSE

The objective of this contract is to have a contractor develop and present a course that will provide NRC inspectors with the technical training necessary to satisfy program requirements in the following topical areas:

- New fuel receipt and inspection
- refueling equipment operation
- vessel disassembly & reassembly
- fuel movement during refueling operations
- control rod blade replacement
- boiling water reactor in-vessel inspections
- control rod drive mechanism maintenance
- nuclear instrumentation replacement
- jet pump beam inspection and replacement
- main steam isolation valve disassembly and reassembly
- reactor recirculation pump seal operation and replacement

These activities are all designed to facilitate the inspection of boiling water reactor licensees.

3.0 SCOPE OF WORK

The Contractor shall furnish qualified personnel, materials, facility, and services to develop, present, and maintain the Boiling Water Reactor Maintenance Training Course (R802B).

3.1 Course Description

The contractor shall furnish the necessary qualified personnel, materials, facility, and services to conduct a five day training course entitled "Boiling Water Reactor (BWR) Maintenance Training Course (R-802B)" as outlined below. Course goals should be accomplished through a combination of hands-on operation and demonstrations using

actual equipment or mockups. Classroom presentations shall be provided in support of the practical exercises as needed to enhance the training and provide industry operating experience. In particular, the course shall include the following:

- a. Fuel receipt and inspection including foreign material exclusion practices.
- b. Preparations for refueling, including vessel head stud de-tensioning, vessel head removal, steam dryer and separator removal, flooding of refueling cavity.
- c. Fuel movement, including hands-on training with equipment involved in fuel movement in a wet environment similar to that seen on BWR refueling floors. This shall include bridge and trolley operations, use of grapples for fuel handling, fuel support piece and control rod removal, along with basic underwater tools for in vessel inspection and debris retrieval.
- d. Reactor vessel reassembly, including replacement of reactor vessel O-rings.
- e. Inspection of reactor vessel components, including shroud and penetration welds, jet pump beams, steam dryer welds and core spray spargers.
- f. Jet pump beam replacement, including an overview of the tooling required to both remove and install new jet pump beams.
- g. Control rod drive mechanism installation and removal to include uncoupling both under vessel and in the reactor vessel. This should also include a review of the required control room and hydraulic control unit manipulations required during uncoupling operations.
- h. Nuclear instrumentation removal and replacement, including an overview of the equipment used for in vessel and under vessel instrument replacement.
- i. Disassembly and reassembly of a main steam isolation valve (MSIV).
- j. Operation, failure mechanisms and replacement of reactor recirculation pump seals.

Any changes in, additions to, or deletions from the subjects listed above shall only be permitted with the concurrence of the NRC Project Officer (PO). The final course content shall be approved by the NRC PO.

3.2 General Information

- a. Typical class size shall be up to ten (10) students, based upon the contractor's facility and the number of students that can be effectively trained in each offering.
- b. The official class hours for the course will be 7:45 AM to 4:30 PM. Presentations/demonstrations should start at 8:00 AM and end at 4:30 PM Monday through Friday. During classroom presentations, the instructor should allow for 10 minute breaks about every hour. During demonstrations or practical exercises, the breaks should take place at convenient stopping points. A lunch break should be provided around mid-day for approximately one hour.

- c. The Contractor shall arrive in sufficient time prior to the start of each class to check/setup the training room, layout course materials and prepare equipment as necessary.
- d. On the first day of each class, the Contractor shall ensure the required student registration forms are completed and shall inform participants of the requirements and objectives for satisfactorily completing the course.
- e. Projection graphics for classroom use shall be in a computer presentation format (PowerPoint for example) with black and white hard copies provided in the student manual. Use of projection graphics shall be limited to 10% of the overall length of the course.
- f. Student background and experience will vary. The Contractor should not assume previous experience with refueling and maintenance activities.

3.3 Number of Courses, Course Scheduling, and Location

- a. The NRC has included an estimated quantity of two (2) courses per year for the base period, option year 1 and 2. The estimated quantity of courses for option year 3 is one course.
- b. Exact course dates will be arranged with the Contractor at least ninety (90) days before each course. Courses will be formally scheduled via a work/delivery order form signed by all parties involved. This form may be sent electronically (such as in a word processor or other format) by e-mail for approvals. (see Attachment I)
- c. Should the NRC determine that the need to conduct a course presentation is insufficient, the NRC will notify the contractor, no less than 30 days prior to the start date of a scheduled course session, to reschedule the session. The session will be rescheduled at no additional cost or obligation to the Government. A revised delivery order form will be completed by the parties involved with the new dates.
- d. All training is to take place at the contractors' facility.

4.0 TASKS

4.1 TASK 1 - Course Development

The contractor must provide the following in support of Task 1:

- A detailed course schedule, including a breakdown of course topics and time spent on each topic.
- A detailed course outline including objectives and setting(s) for each training topic.
- A bound copy of the student handout materials that will be used during course presentation. These materials will be prepared using Contractor resources and facilities. These materials will be corrected for errors after the PO reviews each presentation.

- A copy of the instructor guide that includes the learning objectives for each topic, a description of each training aid, mock up or piece of equipment, a formal lesson plan for each lecture, exercise or demonstration and any visual aids that will be used for the course. These materials will be prepared using Contractor resources and facilities. These materials will be corrected for errors after the PO reviews each presentation.
- A detailed map and driving directions to the facility, including potential lodging areas for the students.

4.2 TASK 2 – Course Presentation and Documentation

The contractor must provide the following in support of Task 2:

- A satisfactory facility to provide the training.
- Mock ups or real equipment for the respective modules.
- Visual aids to support the presentation of material for mock ups, real equipment and if needed lectures.
- One copy of the student handout materials for each class member and scheduled observer(s).
- A cover letter discussing as a minimum any problems during the course, recommendations for course improvement and the status of errors identified during the course.
- Completed Student Registration forms at the end of each class presentation.
- Copies of the revised student and instructor materials after each course presentation.
- A final report at the end of the contract. This report shall include at a minimum;
 1. A technical report of the completed work.
 2. Any problems or delays encountered during the course and their resolution.
 3. Any recommendations for improvement of the course.

4.3 LEFT BLANK INTENTIONALLY

4.4 OPTION - TASK 4 - Future Course Revisions *(If exercised, this optional task will be incorporated into this contract by an official bilateral modification).*

The NRC reserves the right to request the below identified work in the event such requirements become necessary. Any such additional work shall be within the scope of the contract and shall be completed during the term of the contract.

- a. The Contractor may be required to modify all or part of the training materials developed for the course at the direction of the NRC Project Officer.
- b. The NRC may request the Contractor to develop additional specialized seminars or training courses on topics related to those in this statement of work during the period of contract performance.

5.0 KEY PERSONNEL

The contract instructor(s) shall have broad technical experience with the refueling and maintenance tasks of boiling water reactors. This experience shall include the performance of maintenance, refueling tasks, and surveillances on tasks listed in this statement of work. The course shall be conducted with a minimum of two assigned course instructors with expertise in refueling and maintenance outage activities. They shall be experienced in providing instruction to individuals who have little practical experience in refueling operations, surveillance and maintenance activities. As a minimum, these instructors shall have the following areas of combined experience/expertise:

- a. Extensive knowledge of outage activities, including surveillance and maintenance activities on MSIVs, control rod drive mechanism and /blade replacement and nuclear instrumentation replacement.
- b. Practical experience as a refueling floor supervisor or senior reactor operator is preferred, but not required.
- c. Knowledge of the use and basis of boiling water reactor; technical specifications as they apply to the refueling environment.

6.0 COURSE DEVELOPMENT/COURSE REVISION LEVEL OF EFFORT

The level of effort required will be the hours necessary to develop, present, and maintain the Boiling Water Reactor Maintenance Training Overview Course.

This course will be a five day course taught by a minimum of two (2) instructors. The information for the course should be taken as much as possible from existing similar courses taught to utility personnel. New material should be developed as necessary. For the conversion of existing material, it is anticipated that it will take five (5) hours of effort for each hour of classroom presentation. For the development of new material, it is anticipated that it will take ten (10) hours of effort for each hour of practical exercises or classroom presentation.

7.0 MEETINGS AND TRAVEL

All contractor travel costs are the responsibility of the contractor. Within thirty (30) days of contract award, a meeting will be held at the Contractor's facility with the NRC PO and technical representatives to discuss the course outline, lesson objectives, material preparation, facility for presentation, and any other information required for course presentation.

8.0 NRC FURNISHED MATERIAL

- a. The NRC will furnish, at the time of each course presentation a student registration form.**
- b. Course evaluations will be completed electronically in the NRC's iLearn system. Students will receive an e-mail notification of the availability of the course evaluation about two (2) days after completion of the course. A summary report of student comments will be sent electronically by the NRC Project Officer to the Contractor within thirty (30) days of course completion.**
- c. The NRC shall be responsible for preparing course announcements and student registration.**

9.0 SUBCONTRACTS

No subcontracts are anticipated for this contract. However, any subcontract would require prior written permission of the NRC CO.

SECTION C - CONTRACT CLAUSES

C.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

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

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

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

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide

NRC-HQ-11-C-38-0093

Section C

commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

NRC-HQ-11-C-38-0093

Section C

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

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

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

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

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

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

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

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

NRC-HQ-11-C-38-0093

Section C

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

NRC-HQ-11-C-38-0093

Section C

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

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

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

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

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

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

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

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

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

(o) See Addendum to 52.212-4 for Exceptions

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

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

NRC-HQ-11-C-38-0093

Section C

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

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

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

(o) Paragraph (o), Warranty is deleted in its entirety and replaced with the following:

"DEFINITIONS - Whenever used in this document with initial capitalization, the following definitions shall be applicable:

A. "Course" shall mean each of the individual courses of Training furnished by Westinghouse under the Agreement.

B. "Trainee" shall mean any employee, consultant, or customer of Purchaser who is either scheduled to or actually does participate in a Course.

C. "Training" shall mean any or all of the Courses or related information and services furnished by Westinghouse under the Agreement.

D. "Training Material" shall mean the specific set of material provided by Westinghouse hereunder which has application in a training environment such as: lesson plans, visual aids, student handouts, tests and models."

WARRANTIES

A. Training (Excluding Training Material)

Contractor warrants that the Training will be performed by competent personnel skilled in their respective disciplines and will be performed in accordance with accepted standards and engineering practices. In the event any portion of the Training fails to comply with this warranty obligation and Contractor is promptly notified in writing one hundred eighty (180) days after

completion of the Training which gives rise to the claim, Contractor will promptly re-perform such portion of the Training without additional compensation from Purchaser, or, if re-performance is impracticable, Contractor will refund the amount of the compensation paid to Contractor for such portion of the Training. Contractor neither warrants nor represents that completion of the Training provided hereunder will necessarily result in the successful qualification or licensing of Trainees.

B. Training Material

Contractor warrants that the Training Material furnished will be free from defects that would adversely affect its ability to be used for training until one hundred eighty (180) days after the Delivery of the Training Material to the Purchaser. In the event any portion thereof fails to conform to this warranty and Contractor is promptly notified in writing within the warranty period, Contractor shall correct such nonconformity without additional compensation from Purchaser. Contractor neither warrants nor represents that use of the Training Material furnished will necessarily result in the successful qualification or licensing of Trainees, nor result in the successful performance by Trainees of activities contemplated by the Training Material.

C. Exclusivity of Warranties and Remedies

THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of non-conformities in the manner and for the period of time provided above shall constitute Contractor's sole liability, and Purchaser's exclusive remedy for failure of Contractor to meet its warranty obligations whether claims of Purchaser are based in contract, in tort (including negligence and strict liability), or otherwise."

FAR 52.227-14 Rights in Data – General

(1) Is hereby replaced with the following clauses:

"PROPRIETARY INFORMATION

Unless otherwise provided in the Contractor offer, recording of Training programs by video or audio recording devices is prohibited. Contractor may have a proprietary interest in information that may be furnished pursuant to the agreement and during the course of the Training; the Trainees may be exposed to Contractor's proprietary information. Such information will be specifically designated as being proprietary to Westinghouse. Purchaser will and will require its Trainees and employees who will have access to such information not to publish or disclose any such information without the prior written permission of Contractor or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third person without limitation or restriction on said third party or Purchaser at the time of disclosure.

When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such proprietary information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Contractor with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to

Section C

so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Contractor and its suppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Contractor in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Contractor shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved."

"INTELLECTUAL PROPERTY - Contractor shall defend, or at its option settle, any action brought against Purchaser to the extent based on a claim that any item furnished by it infringes any U.S. patent or copyright and, if notified promptly in writing and given authority and assistance for the defense of same, Contractor shall pay the damages and costs awarded therein against Purchaser. If a claim of infringement is made, Contractor may, or if the use of the item is enjoined, Contractor shall, at its expense and option, either procure for Purchaser the right to continue using it, replace it with a non-infringing item, and modify it so it becomes non-infringing, or remove it and refund the purchase price. These provisions do not apply if the item is furnished in accordance with designs supplied by Purchaser or to the extent any item.

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

NRC-HQ-11-C-38-0093

Section C

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) [Reserved]

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

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

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

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

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

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

(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

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

NRC-HQ-11-C-38-0093

Section C

- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

NRC-HQ-11-C-38-0093

Section C

(33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

NRC-HQ-11-C-38-0093

Section C

(46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

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

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

NRC-HQ-11-C-38-0093

Section C

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

NRC-HQ-11-C-38-0093

Section C

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 30, 2011 through September 29, 2012.

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

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

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, 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 \$117,500;

(2) Any order for a combination of items in excess of \$329,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

NRC-HQ-11-C-38-0093

Section C

(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 3 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.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of

Section C

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 four (4) years.

C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-9	USE AND CHARGES	AUG 2010

C.10 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

NRC-HQ-11-C-38-0093

Section C

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-HQ-11-C-38-0093

Section C

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

Section C

by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

C.11 2052.215-70 KEY PERSONNEL (JAN 1993)

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

1. Robert Fells;
2. Guy James Ford;
3. Douglas Henry;
4. Steven Ketcham;
5. Michael Patch;
6. Dwight Starnes; and
7. Stafford Turner

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.12 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: James McHugh

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

Telephone Number: 423-855-6522

E-mail: james.mchugh@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.13 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.14 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

C.15 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text

Section C

messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

NRC-HQ-11-C-38-0093
Section D

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Attachment 1 – Work Order/Task Order Form
2. Billing Instructions for Firm Fixed Price

NRC-HQ-11-C-38-0093
Section D

DELIVERY/WORK ORDER FORM

CONTRACT NO:
CONTRACTOR:

ORDER NO:
DATE ORDER PLACED:
DELIVERY DUE NO LATER THAN:

NRC PROJECT OFFICER:

TELEPHONE NO:

Services Required:

Time, Place and Duration of Services:

Special Packaging or Shipping Requirements (if any):

Project Officer

Contractor

**TOTAL ESTIMATED AMOUNT OF TASK ORDER (PER SECTION
B.5 PRICE SCHEDULE : _____**

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. **FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.**

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

NRC-HQ-11-C-38-0093

Section D

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

NRC-HQ-11-C-38-0093

Section D

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.