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

1. REQUISITION NUMBER	PAGE	OF
OCHCO-14-0271	1	20

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NRC-HQ-84-14-A-0001			NRC-HQ-84-14-R-0013	09/12/2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	RICHARD ROBINSON	301-287-0905	

9. ISSUED BY — CODE NRCHQ

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR.

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 611630
SIZE STANDARD: $10.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	As Indicated On Each Call	☐	☐RFQ ☐IFB ☐RFP

15. DELIVER TO — CODE

As Indicated On Each Call

16 ADMINISTERED BY — CODE NRCHQ

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

17a. CONTRACTOR/ OFFEROR — CODE 156326167 — FACILITY CODE

BERLITZ CORPORATION
400 ALEXANDER PARK
ATT CHRISTOPHER EKVALL
PRINCETON NJ 08540-6306

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

As Indicated On Each Call

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22 UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-10F-0138T The U.S. Nuclear Regulatory Commission hereby enters into a Blanket Purchasing Agreement (BPA) to provide "Foreign Language Services" as described in the attached Statement of Work. This BPA is issued against Federal Supply Schedule No. GS-10F-0138T. No funds are obligated with this BPA, as specific tasks will be placed and funded under individual BPA calls. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
As Indicated On Each Call

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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. your proposal OFFER DATED 09/17/2014. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Erika Eam

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c DATE SIGNED
		ERIKA EAM	09/25/2014

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

DEC 02 2014

ADM002

TEMPLATE - ADM001

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BPA Period of Performance (inclusive of all options): 9/30/2014 - 9/29/2019 Total BPA Ceiling: $604,080.00 See attached for specific details regarding this BPA. Period of Performance: 09/25/2014 to 09/24/2019				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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

1. REQUISITION NUMBER	PAGE OF
OCHCO-14-0271	1 20

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	RICHARD ROBINSON	301-287-0905	

9. ISSUED BY — CODE NRCHQ

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
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[ ] SMALL BUSINESS
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[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS: 611630
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[ ] SEE SCHEDULE	As Indicated On Each Call	[ ]		[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

As Indicated On Each Call

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US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
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17a. CONTRACTOR/ OFFEROR — CODE 156326167 — FACILITY CODE

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ATT CHRISTOPHER EKVALL
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TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

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25. ACCOUNTING AND APPROPRIATION DATA
As Indicated On Each Call

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$0.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Erika Eam

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Christopher F. Ekvall Pres. US Subsidiary	9/25/14	ERIKA EAM	9/25/2014

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

A.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is:

Foreign Language Training

(b) Summary work description:

The objective of this Statement of Work (SOW) is to obtain a Contractor to provide NRC staff members, on an as needed basis, with intensive and immersive language training in the areas of speaking, listening, reading and writing to support work being performed in various locations around the world.

A.2 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.3 NRCF030D PERIOD OF PERFORMANCE ALTERNATE IV

The ordering period for this BPA shall commence on the date of award and will expire on 12 months from the date of award. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See NRCG010 – ORDERING PROCEDURES.) The term of this BPA may be extended at the option of the Government for four (4) one-year option periods.

Base Period:	Date of award to 12 months from date of award
Option Period(s):	Option Period 1 – 12 – 24 months from date of award
	Option Period 2 – 24 – 36 months from date of award
	Option Period 3 – 36 – 48 months from date of award
	Option Period 4 – 48 – 60 months from date of award

A.4 PRICE/COST SCHEDULE

Date of award to 12 months from date of award

SERVICES

CLIN	Description	Max. Qty	Unit Price	Total
0001	Labor	3000 hours	$ 40.00 per hour	$120,000.00
BASE PERIOD TOTAL				$120,000.00

Option Period 1 – 12 – 24 months from date of award

SERVICES

CLIN	Description	Max. Qty	Unit Price	Total
0001	Labor	3000 hours	$40.00 per hour	$120,000.00

	OPTION PERIOD 1 TOTAL			$120,000.00

Option Period 2 – 24 – 36 months from date of award

SERVICES

CLIN	Description	Max. Qty	Unit Price	Total
0001	Labor	3000 hours	$40.34 per hour	$121,020.00

	OPTION PERIOD 2 TOTAL			$121,020.00

Option Period 3 – 36 – 48 months from date of award

SERVICES

CLIN	Description	Max. Qty	Unit Price	Total
0001	Labor	3000 hours	$40.51per hour	$121,530.00

	OPTION PERIOD 3 TOTAL			$121,530.00

Option Period 4 – 48 – 60 months from date of award

SERVICES

CLIN	Description	Max. Qty	Unit Price	Total
0001	Labor	3000 hours	$40.51per hour	$121,530.00

	OPTION PERIOD 4 TOTAL			$121,530.00

GRAND TOTAL (WITH ALL OPTIONS EXERCISED) $604,080.00

A.5 STATEMENT OF WORK - "FOREIGN LANGUAGE TRAINING"

A.5.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) sends several NRC staff members to work with foreign countries for a period of one year as liaisons providing analysis and development of regulatory policy. In order to accomplish this task, the NRC staff member will need to learn how to speak, listen and interpret, read, and write standard as well as technical foreign languages in order to work with the nuclear agency and engineers.

A.5.2 OBJECTIVE

The objective of this Statement of Work (SOW) is to obtain a Contractor to provide NRC staff members with intensive and immersive language training in the areas of speaking, listening, reading and writing to support work being performed in various locations around the world.

A.5.3 STATEMENT OF WORK

The Contractor shall provide training, at a minimum, to meet the following requirements. The Contractor shall:

- Train a NRC employee to the appropriate Interagency Language Roundtable (ILR) scale of language proficiency (as specified in the individual task orders).
- Provide a training plan, via email, to the Contract Officer Representative (COR) and to the individual during the first week of training which outlines the objectives and milestones that need to be reached.
- Provide a customized curriculum to meet the need for work-related vocabulary.
- Provide training with a qualified instructor. Contractor shall provide all necessary resources and training materials.
- Provide a pre-test to assess the needs of the NRC employee.
- Provide 2 to 3 hours of daily independent study (homework), Monday thru Friday.
- Provide monthly progress reports on the individual and internal level checks on how they are progressing in learning the language.
- Provide training in speaking, listening and reading the particular language to support a competency rating of ILR 2+ to 3 within 6 – 12 months from the start of training.
- Provide basic training and vocabulary to support professional and personal discussions on business, scientific, and nuclear power topics.
- Provide counselling sessions, phone lessons and one-on-one teaching to ensure that the staff member is learning the language at a reasonable pace.

- Provide evaluation at the end of the course of instruction and shall provide certification of the competence level achieved.

- Provide follow on training on an as needed basis.

A.5.4 PERFORMANCE REQUIREMENTS

The Contractor shall comply with the following requirements:

- Must have proven ability to effectively train a person to speak at a fluency of ILR 2+ to 3 in 6 months or less.

- Provide a basis for the recommended training program which includes demonstration of experience and competence in providing such intensive training and demonstration of competence in evaluation and certification of fluency.

A.5.6 PERIOD OF PERFORMANCE

The requirements contained within this Statement of Work shall be performed within the time frame specified below:

Date of Award – 60 months from the date of Award

A.5.7 PLACE OF PERFORMANCE

The Contractor shall perform services primarily at the Contractor's training center. The Agency's travel budget as well as the individual requiring the training does not permit an extended assignment to complete the training course outside of the residing area of the student. The NRC has its Headquarters in Rockville, MD and has 5 other Regional locations in the following areas:

Region I:	King of Prussia, PA
Region II:	Atlanta, GA
Region III:	Lisle, IL
Region IV:	Arlington, TX
Technical Training Center (TTC):	Chattanooga, TN

As such, the contractor shall have the capability to provide individual training within close proximity to one of the six (6) locations referenced above.

In addition, the contractor shall have the capability to provide overseas training on an as needed basis (either remotely or in-person).

BPA TERMS AND CONDITIONS

B.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Nuclear Regulatory Commission (NRC) and Berlitz Corporation hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS-10F-0138T. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 12 months from the date of award or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

B.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS-10F-0138T, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Nuclear Regulatory Commission:

B.3 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between Berlitz Corporation and the Nuclear Regulatory Commission under the following terms and conditions incorporated in this BPA and GSA Federal Supply Schedule contract:

NRC Point of Contact (agreements):
Erika Eam, Contracting Officer
erika.eam@nrc.gov
301-287-0954

NRC Point of Contact (technical)
Randi Neff, Contracting Officer's Representative (COR)
randi.neff@nrc.gov
301-287-0583

Contractor Point of Contact:
Catherine Tarquini
Catherine.tarquini@berlitz.us

DUNS NUMBER: 156326167

B.4 FSS-BPA CLAUSE CONTENT

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule contract # GS-10F-0138T.

B.5 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of the Chief Human Capital Officer, under Contract/order number **NRC-HQ-84-14-A-0001**.

B.6 NRCD010 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A

B.7 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

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

Name: Randi Neff
randi.neff@nrc.gov
301-287-0583

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

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

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

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

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

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

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

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

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

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

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

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

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

B.8 ORDER FORMAT

Call Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Call Order will describe the tasks, services and deliverables required.

B.9 PERFORMANCE

The following terms and conditions are applicable:

a. Intentionally deleted

b. The BPA holder shall be familiar with Federal Government and Nuclear Regulatory Commission acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.

c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COR (or program manager) to the BPA holder's Task Leader.

d. The "ordering period" will run from BPA award to 12 months from that date, or until such ending date of any option year, which may be exercised under the Agreement. The "performance period" will terminate with the end of the BPA, unless the ordering CO elects to extend performance as provided under the BPA. If the ordering CO elects to extend performance beyond the end of the BPA, he/she may extend performance up to six (6) months beyond the end of the order period.

e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so

requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by Nuclear Regulatory Commission for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.

f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the Nuclear Regulatory Commission/ Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

B.10 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 15 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

B.11 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

B.12 NRCG010 ORDERING PROCEDURES

(a) The CO is the only individual who can legally obligate funds and commit the NRC.

(b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.

(c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor—
(1) Any order for a single item in excess of the total agreement value;
(2) Any order for a combination of items in excess of the total agreement value; or
(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) 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 five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

B.13 NRCF010 PLACE OF DELIVERY-REPORTS

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

a. Electronic copies to:
NRC Contracting Officer's Representative (COR) – **Randi Neff**
Contracting Officer (CO) – **Erika Eam**

B.14 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

B.15 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:
http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf and the General Service Administration's (GSA) Green Procurement Compilation at:
http://www.gsa.gov/portal/content/198257.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

B.16 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND

SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

B.17 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

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

B.18 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared Within 12 months increments based upon the date of award.. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

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

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

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

BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)

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 reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims 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 vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement 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 instructions for preparation and itemization of the invoice/voucher are included with the sample form.

BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)

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

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers 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 Time-and-Materials/Labor-Hour Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)

c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)).

d. 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.

e. 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.**

f. 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.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

j. Property. For contractor acquired property, list each item with an initial acquisition cost of $50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect

costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

Labor Category	Hours Billed	Burdened Hourly Rate	Total	Cumulative Hours Billed

(2) Contractor-acquired property ($50,000 or more). List each item costing $50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under $50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at $1,000 or more separately. Provide the item number for each piece of equipment valued at $1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

Start Date		Destination		Costs
From	To	From	To	$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from____through____.

		Amount Billed Current Period	Amount Billed Cumulative
(a)	**Direct Costs**		
(1)	Direct burdened labor	$_____	$_____
(2)	Government property ($50,000 or more)	$_____	$_____
(3)	Government property, Materials, and Supplies (under $50,000 per item)	$_____	$_____
(4)	Materials Handling Fee	$_____	$_____
(5)	Consultants Fee	$_____	$_____
(6)	Travel	$_____	$_____
(7)	Subcontracts	$_____	$_____
	Total Direct Costs:	**$**_____	**$**_____
(b)	**Total Amount Billed**	**$**_____	**$**_____
(c)	**Adjustments** (+/-)	**$**_____	**$**_____
(d)	**Grand Total**	**$**_____	**$**_____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - $4,800

Labor Category	Hours Billed	Burdened Rate	Total	Cumulative Hours Billed
Senior Engineer I	100	$28.00	$2,800	975
Engineer	50	$20.00	$1,000	465
Computer Analyst	100	$10.00	$1,000	320
			$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property ($50,000 or more) - $60,000

BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)

Prototype Spectrometer - item number 1000-01 = $60,000

3) Government-furnished and contractor-acquired property (under $50,000), Materials, and Supplies - $2,000

10 Radon tubes @ $110.00	= $1,100
6 Pairs Electrostatic gloves @ $150.00	= $ 900
	$2,000

4) Materials Handling Fee - $40

(2% of $2,000 in item #3)

5) Consultants' Fee - $100

Dr. Carney - 1 hour fully-burdened @ $100 = $100

6) Travel - $2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ $300 per r/t ticket)

Start Date	End Date	Days	From	To	Cost
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	$300

(ii) Per Diem: $136/day x 15 days = $2,040

7) Subcontracting - $30,000

Company A	= $10,000
Company B	= $20,000
	$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	$99,580
Adjustments (+/-)	- 0
Grand Total	$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.