

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-82-375		2. EFFECTIVE DATE 2-17-82		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA ADM-82-375		4. CERTIFIED FOR NATIONAL DEFENSE UNDER 28 U.S.C. 532 REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY US Nuclear Regulatory Commission Division of Contracts, SPS Washington, DC 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below) <input type="checkbox"/>	
8. CONTRACTOR NAME AND ADDRESS Montgomery County Public Schools Department of Adult Education ATTN: Sara Pascoe, Coordinator Government Programs 12518 Greenly Drive Silver Spring, MD 20906				9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12	
11. SHIP TO/MARK FOR US Nuclear Regulatory Commission Management Development & Training Staff ATTN: Lillian W. van Santen, MNBB 3201 Washington, DC 20555				12. PAYMENT WILL BE MADE BY US Nuclear Regulatory Commission Office of the Controller Washington, DC 20555			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(3)							
14. ACCOUNTING AND APPROPRIATION DATA 31X0200.402 31-20-27-202 - \$1,073.00							
15. ITEM NO.	16. SUPPLIES/SERVICES					17. QUANTITY	18. UNIT
	Gregg Shorthand Theory Review						19. UNIT PRICE
							20. AMOUNT \$1,073.00
21. TOTAL AMOUNT OF CONTRACT \$						\$1,073.00	
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE							
22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
23. NAME OF CONTRACTOR BY <u>R. G. Nagprajan</u> (Signature of person authorized to sign)						27. UNITED STATES OF AMERICA BY <u>Joyce Perelman</u> (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) R. G. NAGPRAJAN, DIRECTOR			25. DATE SIGNED 2/4/82		28. NAME OF CONTRACTING OFFICER (Type or print) JOYCE PERLMAN		29. DATE SIGNED 2-17-82

ARTICLE I - SCOPE OF WORK

The contractor shall develop and conduct two (2) 32-hour courses in Gregg Shorthand Review for NRC employees. This program includes a review of Gregg Shorthand Theory (Anniversary, Simplified, and Diamond Jubilee methods), and extensive practice exercises. Speed development and accurate dictation ability are stressed. Dictation will be given from 60 to 120 words per minute to prepare for the Civil Service Shorthand Proficiency certificate. Students will be tested at the end of the course and those who pass the requirement of 80 words per minute will be certified by the instructor.

Classes will be scheduled dependent upon available space in NRC facilities. Time will be confirmed between the Project Officer and the Montgomery County Public School Coordinator for Government Programs.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract will commence on or about February 2, 1982 and shall end on or about February 1, 1983.

ARTICLE III - OPTION TO EXTEND THE PERIOD OF PERFORMANCE

This contract may be extended for a period of one year at the option price set forth under ARTICLE IV - CONSIDERATION, Paragraph B, at the option of the Government, by the Contracting Officer giving written notice of the Government's exercise of such option to the contractor not later than the last day of the term of the contract; provided that such notice shall have no effect if given less than thirty days prior to the last day of the term of the contract unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least thirty days prior to the last day of the term of the contract, (such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option). If the Government exercises such option, the total duration of this contract, including the exercise of any option under this clause, shall not exceed two years.

ARTICLE IV - CONSIDERATION

A. Basic Year

In full consideration of the contractor's performance hereunder, the NRC shall pay the contractor the firm-fixed-price of \$1,073.00 for the course that is presented in February 1982; and the firm-fixed-price of \$1,180.00 for the course that is presented in the fall of 1982.

B. Option Year

In full consideration of the contractor's performance hereunder, the NRC shall pay the contractor the fixed prices of \$1,180.00 for the first course presented in 1983, and \$1,298.00 for the second course presented.

ARTICLE V - AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond FY 1982. The Government's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money for performance under this contract beyond September 30, 1982 shall arise unless and until funds are made available to the Contracting Officer for such performance and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the contractor.

ARTICLE VI- OBLIGATION

The amount presently obligated by the NRC with respect to this contract is one-thousand-seventy-three dollars (\$1,073.00).

ARTICLE VII- PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after successful completion of each course and upon submission by the contractor of voucher(s) in a form satisfactory to the Contracting Officer, provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, as herein provided.

If this order provides for a discount, the contractor shall indicate the order's discount terms on the invoice or voucher.

ARTICLE VIII- GOVERNMENT FURNISHED MATERIALS

Upon execution of this contract, the NRC will furnish its own facilities to accommodate the students for use in performance of this contract. Prior to commencement of these courses, the NRC will furnish the contractor with the exact location information.

ARTICLE IX - PROJECT OFFICER

Lillian W. van Santen is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract costs; nor to terminate or settle any claim or dispute arising under the contract; nor to issue any unilateral directive whatever.

The Project Officer is responsible for:

1. monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements;
2. interpreting the scope of work;
3. performing technical evaluation as required;
4. performing technical inspections and acceptances required by this contract; and
5. assisting the contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by the contractor and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must:

1. be consistent with the description of work set forth in this contract;
2. not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;
3. not constitute a basis for an extension to the period of performance or contract delivery schedule; and
4. not constitute a basis for any increase in the contract price.

ARTICLE X - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts Under \$10,000.00 General Provisions, dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions, which is attached hereto and made a part hereof.

ROUTING AND TRANSMITTAL SLIP

Date

2/18/82

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Accessions Unit, DC Desk, P-016		
2. Public Document Room, H-St Lobby		
3.		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

The attached contract document is hereby forwarded for display in the Public Document Room.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No. — Bldg.
Eileen Niemeyer	3605 PNB
Small Purchases Section	42223
Division of Contracts	Phone No.
	27054

5041-102

☆ U.S. GPO: 1980-341-529/20

OPTIONAL FORM 41 (Rev. 7-76)

Prescribed by GSA
FPMR (41 CFR) 101-11.206