AWARD/CONTRACT

Page 1 of 2

NTDC 26-04-265	2 1 1993	4. REQUISITION/PROJECT NO. AED-93-295
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgmt. Contract Neg. Br. No. 2;P-1042 Washington, D.C. 20555	(If other U.S. Nucle Div. of Co Contract A	than Item 5) ear Regulatory Commission entract & Property Mgmt. dmin. Br. #3;P-902
7. NAME AND ADDRESS OF CONTRACTOR PowerSafety International 3305 Old Forest Road P.O. Box 11886		OB ORIGIN THER (See below)
Lynchburg, VA 24506-1886 Principal Investigator/Technical Contact: Mr. Troy Mallory Telephone No: (412) 479-3585	9. DISCOUNT FOR PROMPT PAYMENT N/A	
10.SUBMIT INVOICES (4 copies unless oth SHOWN IN ITEM: 6	erwise speci	fied) TO THE ADDRESS
11. SHIP TO/MARK FOR CODE NRC Technical Training Center 5700 Brainerd Rd., Suite 200 ATTN: Kenneth Jenison Chattanooga, TN 37411-4017	U.S. Nu Divisio GOV/COM	WILL BE MADE BY CODE clear Regulatory Commission of Accounting & Finance Accounting Sec.; MNBB-11104 ton, D.C. 20555
13. AUTHORITY FOR USING OTHER THAN FULL [] 10 U.S.C. 2304(c)[] [] 41 U.		
14. ACCOUNTING AND APPROPRIATION DATA APPN No. 31X0200.824 B&R No. 482- BOC: 252A Job Code: 252A OBL		TT: \$30,797
NO. SERVICES The NRC hereby accepts the contract dated 8/4/93, as revised 10/1/93, herein by reference and made a part delivery-order requirements contract.	tor's techni which are in t of this fi	corporated rm-fixed-price

15G. TOTAL AMOUNT OF CONTRACT \$116,774.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-85) FAR(48 CFR) 53.214(a)

Prescribed by GSA

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	CONTRACTING OFFICER WILL COMPLETE	ITEM 17 OR 18 AS APPLICABLE	
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). E. Lee	Mary H. Mace	
19B. NA	ME CONTRACTOR	20B. UNITED STATES OF AMERICA	
	tre of person authorized to sign)	(Signature of Contracting Offic	er)
	TE SIGNED 3	20C. DATE SIGNED	
EXCEPTI	ON TO STANDARD FORM 26 (REV.4-85)		

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Welding Technology and Codes Course

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The objective of this contract is to develop and present detailed technical training in welding technology and associated codes. The training will be appropriate to allow NRC personnel to conduct in-depth inspections of NRC licensed facilities, and perform safety evaluations of plant conditions.

(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.

[End of Clause]

B.3 SUPPLIES OF SERVICES AND PRICES/COSTS

IT. Ko.	ITEM	ESTIMATED NO. OF PRESENTATIONS	FIRM FIXED PRICE
1	Develop training course materials (one-time charge)	1	\$ 11,344
2	Course Presentation FY 94	1	\$ 19,453
3	Course Presentation FY 95	1	\$ 20,264
4	Course Presentation FY 96	1	\$ 21,050
5	Course Presentation FY 97	1	\$ 21,892

B.3 (Continued)

6 Course Presentation FY 98 1 \$ 22,771

Course dates will be scheduled in accordance with Section C.1.8.2, Course Scheduling.

NOTE: Fiscal year is defined as October 1 through September 30.

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION -- DELIVERY ORDERS (JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$116,774.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$30,797.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 Background

The Nuclear Regulatory Commission licenses and inspects power reactor facilities to ensure compliance with applicable codes and standards during all phases of construction, testing and operation in order to identify conditions which may adversely affect the health and safety of the public. In support of this mission, the NRC provides a program of training for its inspectors and engineers.

C.1.2 Contract Objective

The objective of this contract is to develop and present detailed technical training in welding technology and associated codes. The training will be appropriate to allow NAC personnel to conduct in-depth inspections of NRC licensed facilities, and perform safety evaluations of plant conditions.

C.1.3 Course Description

Each course shall be approximately eighty (80) hours (two (2) consecutive five (5) workday weeks) in duration.

The course shall convey a knowledge and understanding of the regulatory requirements related to welding technology. The course shall also provide practical guidance which can be used by NRC personnel for cordicting more effective welding safety inspections. A suggested course outline is shown in the attached outline. The contractor may submit an alternative outline, however, any additions to, deletions from or changes to the material shown in attached outline must receive approval of the NRC Project Officer.

Course goals shall, as applicable, be accomplished through a combination of lectures, discussions, visual displays, and demonstrations.

C.1.3.1 Lectures

The classroom portion of the course shall encompass at least the following:

a. A detailed discussion of welding principles and related codes.

C.1 (Continued)

b. Discussions of the materials used in the nuclear industry, welding processes common to each material, typical welding problems associated with these materials, and acceptance criteria.

- c. Discussions of various welding methods used in the nuclear industry, including typical problems and rejections.
- d. Proper methods of preparing the metal surface for welding, and the utilization of backing rings, consumable inserts and other welding aids.
- e. Proper and improper methods of finishing completed welds, including how to remove defects for repair purposes.
- f. Codes and Standards used for welder qualification.
- g. Proper approach and techniques for performing visual and dimensional inspections and evaluations on welds.
- h. Introduction to weld examination techniques.
- i. Classroom instruction shall be oriented toward ASME code related work, modifications, and rework usually encountered in the safety related portions of a nuclear power plant. Other welding technology applications, such as civil/structural, nonstructural, and nonsafety-related welding cases will be limited in scope and will be of an introductory nature.

C.1.3.2 Demonstrations

Demonstrations of various welding equipment, welding techniques, weldments (including joint mockup training aids), testing, and evaluations are desirable. The demonstrations should include the use of correct and incorrect materials with proper and improper fit-up, correct and incorrect machine settings of gas flows, proper and improper electrodes, and other demonstrations considered appropriate to meet the course objectives. The demonstrations of the testing methods should include both successful and failed results. Testing, welding and fabrication failures should be discussed for root cause.

In lieu of demonstrations for a limited number of welding equipment/techniques/testing, detailed visual representations, supported by mockups or samples may be used. The contractor shall conduct as many field demonstrations, as possible, designed to allow each student to observe different welding processes, code applications, fit-ups, and evaluation and testing techniques.

C.1 (Continued)

The proposal should provide a description of which equipment, techniques, and evaluations will be demonstrated, which equipment, techniques, and evaluations will be observed through film, video etc., which equipment, techniques, evaluations will be discussed using mockup training aids and/or samples, and which techniques and evaluations will be demonstrated using drawings.

C.1.4 Course Development, Presentation and Other General Requirements

The contractor shall:

- a. develop a course outline,
- b. revise an existing student manual, (attached)
- c. develop an instructor manual,
- d. propose one or more instructors to teach the course and
- e. present the course, including field demonstrations

C.1.4.1 Outline

The contractor shall develop a detailed outline for the student manual and presentation of the course based on the suggested outline (attached) or some modification of that outline. The outline shall indicate all of the major and supporting subjects to be covered.

After final approval of the outline by the NRC Project Officer, the Contractor shall deliver one copy to the NRC Project Officer, including computer discs containing the textual materials in a format compatible with software available at the NRC Technical Training Center (preferably PageMaker format). The outline shall be placed in a format consistent with the NRC Technical Training Center Style Guide (available upon request).

C.1.4.2 Student Manual

The contractor shall revise an existing student manual for use during the presentation of the course material. The student manual shall include printed copies of vugraphs, slides and other visual aids required to present the course.

The manual shall also include a Table of Contents and a glossary of common terms and copies of relevant reference material. Short references (approximately six (6) pages or less shall be included in the manual while lengthy references shall be listed in a bibliography which provides the student with sufficient information to determine what issues the reference covers and

C.1 (Continued)

where a copy may be obtained).

Lesson objectives shall also be included at the beginning of each section or chapter. Case histories describing experience with code cases shall be included as an appendix. The student manual shall be submitted to the NRC Project Officer for review and approval as specified in Section F. After final approval of the student manual by the NRC Project Officer, the Contractor shall deliver one copy to the NRC Project Officer, including computer discs containing the textual materials in a format compatible with software available at the NRC Technical Training Center (WordPerfect 5.1). Note: The manual is not currently on disc.

The Student Manual shall be placed in a format consistent with the NRC Technical Training Center Style Guide.

C.1.4.3 Instructor Manual

The contractor shall develop an instructor manual to supplement the student manual and support presentation of the course. The instructor manual shall include, as a minimum:

- a. a detailed course outline
- b. clearly defined learning objectives for each topic
- c. a copy or detailed description of each visual aid
- d. detailed lesson plans indicating the manner in which the student material will be presented by the instructor including appropriate references to which visual aids and other materials are required during the presentation and indicate when it is to be used during the presentation
- e. detailed references to course references, codes, standards, and course welding text

The instructor manual shall be of sufficient detail such that a qualified individual who has not previously conducted the course could be expected to present the material in an organized fashion. The instructor manual shall be submitted to the NRC Project Officer for review and approval as specified in Section F.

After final approval of the instructor manual by the NRC Project Officer, the Contractor shall deliver one copy to the NRC Project Officer, including computer discs containing the textual materials in a format compatible with software available at the NRC Technical Training Center (WordPerfect 5.1).

C.1.4.4 Visual Aids

C.1 (Continued)

The Contractor shall develop or provide visual aids to assist students in understanding the material. The contractor shall use these visual aids to supplement the presentation of the course material. The contractor shall determine the appropriate type of visual aids to be used (slides, vugraphs, video, displays etc).

Any visual aid proposed must be of professional quality and be readily legible or visible by any student in the classroom irrespective of where they are seated. Low level lighting may be maintained in the lecture room to facilitate student note taking while slides or vugraphs are being displayed.

Any visual aid which the contractor deems necessary for the presentation of this course must be provided to the NRC Froject Officer as an integral part of the training package.

The visual aids shall be submitted to the NRC Project Officer for review and approval as specified in Section F. All visual aids purchased or created by the contractor or obtained from the NRC for use in the presentation of this course become the property of the NRC at the termination of this contract.

C.1.4.5 Training Aids

Training aids are required for adequate presentation of the course material particularly for demonstrating weld quality, weld defects, fit-up, testing and evaluations. A list of proposed training aids shall be submitted to the NRC Project Officer for review and approval after award of the contract. Upon receipt of approval by the NRC Project Officer, the training aids shall be obtained by the contractor.

Training aids shall include a set of twenty (20) study questions and problems which will act as a self-test for students who wish to voluntarily evaluate their understanding of the material.

All non-consumable training aids purchased or created by the contractor for use in the presentation of this course become the property of the NRC at the termination of this contract.

C.1.5 Technical Qualification Requirements

The course shall be conducted by a contractor with broad experience in the field of Welding Technology. Course instructors must have expertise in Welding Technology, welder qualification, weld testing and acceptance, relevant codes and standards, and related training experience.

The Contractor shall propose one or more instructors to present the course. For each proposed instructor, a resume shall be

C.1 (Continued)

submitted to the NRC for approval. Resumes shall also be provided for those individuals preparing the student and instructor manuals.

The proposed course instructor(s) shall have the following areas of experience/expertise:

- o Experience in the development and presentation of training materials in the nuclear industry; including specific experience as a classroom instructor.
- Experience in the construction and/or maintenance of commercial nuclear power plants. Experience as a qualified welder, welding inspector, welding engineer, or design/test engineer.
- o Knowledge and experience in developing, implementing, and assessing nuclear power plant quality assurance, and administrative control systems. Experience as an operating facility quality assurance engineer or similar position is preferred.

C.1.6 Examination

The Contractor shall:

- a. develop a set of at least one hundred (100) multiple choice examination questions based on the material included in the student manual. No TRUE/FALSE format questions will be used. Each multiple choice question shall have four (4) distinct responses. "None of the Above" and "All of the Above" will not be considered acceptable responses.
- b. develop an additional set of twenty five (25) short answer, calculation or similar type questions involving the students ability to evaluate the significance of the information stated in the question and draw conclusions to supplement the multiple choice questions.
- c. evaluate the students by means of a written examination to verify that they have attained the proper level of understanding of the course material. The examination shall consist of at least twenty five (25) questions. At least twenty (20) shall be in multiple choice format and five (5) shall be short answer, calculation type. The examinations shall be submitted to the NRC Project Officer prior their use. Examinations for subsequent courses shall not repeat more than 50% of the questions used on the previous examination.

C.1 (Continued)

d. distribute the examination at the conclusion of each training course, proctor the examination, collect all examination materials (booklet and answer sheet), grade the examination, distribute student evaluations, collect evaluations after completed by students, and forward all the materials collected, in accordance with Section F.5, along with the final grades to the NRC Project Officer within twenty (20) working days of completion of the course as specified in Section F.5. While taking the examination, students are permitted to request clarification of questions or potential answers. The contractor shall be sufficiently knowledgeable of the examination contents to be able to provide clarification when appropriate. However, the clarification must not indicate which responses are correct or incorrect.

- e. provide and grade re-examinations as required for students who do not achieve a sufficient understanding of course material (70% or higher).
- f. provide, upon request, an equivalency examination to the NRC Project Officer for a student who has been approved by the NRC Project Officer to attempt validation of the course. The NRC Project Officer will coordinate administering reexaminations and equivalency examinations, and returning them to the Contractor for grading.
- g. provide each examination question with a unique identification number, provide performance statistics for each examination, and question, and maintain question bank performance statistics throughout the life of the contract.

C.1.7 General Requirements

The Contractor shall:

- a. Provide training materials for student use during the course. At the beginning of each course, each student shall be provided with a copy of:
 - (1) Student Manual
 - (2) Applicable references, codes and standards (to be returned to the contractor following course completion)
 - (3) Relevant vugraphs used during course presentations and not already provided in the student manual
 - (4) Applicable case studies
 - (5) All handouts. Handouts (i.e., material not included in the student manual) shall be kept to a minimum and shall

C.1 (Continued)

represent material that could not realistically have been incorporated into the student text prior to the start of the course.

(6) Current edition copies of the following texts (or equivalent texts approved by the NRC Project Officer);

Welding Handbook, volume 1, American Welding Society, L. P. Connor

Welding Handbook, volume 2, American Welding Society, W. H. Kearns

Weldability of Steels, Welding Research Council, R. D. Stout

Welding Inspection, American Welding Society

Selected college metallurgy text

- b. Provide to the students all written materials in appropriately sized three-ring binders. Approximately fourteen (14) sets of student materials shall be required for each course (twelve (12) for students and two (2) for guest speakers or course monitors). The students will be allowed to keep all text material with the exception of the reference codes and standards.
- c. Develop/furnish nuclear industry related "real life" case studies and examples to supplement course lectures.
- d. Provide to the NRC Project Officer, a map of the course locality clearly showing the training facility, local airport and nearby lodging available to the students. The map should be accompanied by a list of available lodging, shopping areas, hospitals, banks and restaurants. The map should also be accompanied by a written description of the route from the airport to the training facility.
- e. Package and ship the student manuals and any other material distributed during the course to each individual's work address at the conclusion of the course.
- f. Maintain fourteen (14) copies of each reference, code and standard up to date, at the contractor's facility, throughout the period of the contract.

C.1.7.2 Class Size

Each class shall be approximately 12-14 students.

C.1 (Continued)

C.1.7.2 Class Hours

Class start and end times are flexible depending on local requirements but typically start no earlier than 7:30 AM and end no later than 5:00 PM with a maximum of eight (8) hours of instruction time and an additional 45 to 60 minute lunch break. The end time may be extended beyond 5:00 PM on one of the days if required to complete the field exercise. Breaks during class will be provided at the rate of approximately ten (10) minutes per hour or some other proportional rate.

C.1.7.3 Attendance

The NRC Project Officer shall coordinate student attendance. The NRC Project Officer shall provide a copy of the proposed attendance roster to the contractor at least fifteen (15) work days prior to the start of the course although revised rosters may be provided up to the start date of the course. Sometime during the morning of the first day of class, the contractor shall compare the names of the students attending the course with those on the attendance roster and contact the NRC Project Officer immediately if there are any discrepancies. Student background and experience will vary.

C.1.7.4 Guest Speakers

The NRC reserves the right to supplement course presentations with NRC or other technical experts if available.

C.1.8 Number of Courses and Course Scheduling

C.1.8.1 Number of Courses

The NRC will order at least one (1) course per year during the period of this contract. Additional courses may be ordered if warranted by student demand.

C.1.8.2 Course Scheduling

- a. Exact course dates will be arranged with the Contractor at least 180 days before each course. The course dates will be formally incorporated into the contract via a modification.
- b. Upon the effective date of this contract and at the beginning of each fiscal year thereafter, the Contractor and NRC Project Officer shall mutually develop a training schedule for the upcoming year. The NRC may make changes to the schedule to reflect changing training needs.
- c. Courses will be conducted at the contractor facility.

C.1 (Continued)

d. Should the NRC determine no later than forty-five (45) days prior to the start of a course that the need is insufficient to conduct the training, the NRC may reschedule the course without obligation to the government.

C.2 POTENTIAL COURSE MODIFICATIONS

The NRC reserves the right to negotiate a fixed price modification in accordance with the changes clause for the work identified below 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.

- o Modify all or part of the training materials developed for the course at the direction of the NRC Project Officer.
- o Develop specialized seminars, workshops or training courses on topics related to those in Section C, Statement of Work.

For information purposes, the training material may be revised once or twice during the contract period of performance, and approximately one or two specialized training courses will be developed during the contract period of performance.

C.3 CONTRACT MONITORING

The contractor shall refer to Section G of this contract for Project Officer Authority. During the contract period of performance, the NRC Project Officer or another NRC representative designated by the NRC Project Officer, may monitor selected courses pursuant to the requirements of the contract to ensure that the quality of instruction and materials are adequate, up-to-date, and meet the course requirements.

As a minimum, the quality of the instruction will be evaluated on the instructors ability to:

- Maintain control of the learning time so that the presentation of information and exercises remain organized and timely, key points and course objectives are met, and breaks are provided within the overall course schedule.
- Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually.
- 3. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems and improve the participants opportunity to learn.

C.3 (Continued)

4. Improve materials and correct errors or other problems that may occur during a course.

C.4 MEETINGS AND TRAVEL

Within thirty (30) days of contract award, a meeting will be scheduled at the contractor's facility. The meeting will be attended by the contractor, the NRC Project Officer and other NRC technical representatives to discuss the course outline, lesson objectives, material preparation, and classroom and facilities. This meeting may be canceled in writing if mutually agreeable.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER TITLE DATE

52.246-4 INSPECTION OF SERVICES FEB 1992

- FIXED-PRICE

[End of Clause]

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER

TITLE

DATE

52.212-13

STOP-WORK ORDER

AUG 1989

[End of Clause]

F.2 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 (3 copies)

NRC Technical Training Center ATTN: Kenneth Jenison 5700 Brainerd Rd., Suite 200 Osborne Office Center Chattanooga, TN 37411-4017

(b) Contracting Officer (1 copy)

[End of Clause]

F.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)

The ordering period for this contract shall commence on ____*__ and will expire on ___*_. 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).

[End of Clause]

F.4 REPORTING REQUIREMENTS AND DELIVERABLES

 Within twenty (20) days after the initial meeting specified in section C.3 or within twenty (20) days after written

F.4 (Continued)

cancellation of that meeting, three (3) copies of a draft student manual outline and a draft course presentation outline shall be submitted to the NRC Project Officer. The NRC Project Officer will review the material and provide his comments within ten (10) workdays from receipt of the draft. The Contractor shall correct any deficiencies and resubmit the material within five (5) workdays from receipt of NRC Project Officer comments.

- 2. Within sixty (60) days after acceptance of the outlines specified in section 1 above, three (3) draft copies of a student manual, instructors manual, exam questions, and visual aids shall be submitted to the NRC Project Officer. The contractor shall carefully proof all materials submitted. The NRC Project Officer will review the manuals, questions, and visual aids within twenty (20) workdays from receipt of the draft. The Contractor shall correct any deficiencies and resubmit the material within ten (10) workdays from receipt of NRC Project Officer comments.
- 3. Within twenty (20) days after acceptance of the material specified in section 2 above, three (3) copies of the final course materials shall be submitted to the NRC Project Officer. This includes:
 - (1) student manual
 - (2) instructors manual
 - (3) examination questions and answers (section C.1.6)
 - (4) problem sets and answers (section C.1.6)
 - (5) study questions and answers (section C.1.6)
 - (6) visual aids (section C.1.4.4)
 - (7) course texts (section C.1.7)

One copy of computer discs containing all materials specified in Sections C in a format compatible with software available at the NRC Technical Training Center shall be forwarded to the NRC Project Officer. Computer generated visual aids (such as vugraphs), shall also be provided to the NRC Project Officer on computer discs.

- 4. The entire process described above (1-3) shall be completed within 180 days from contract award.
- 5. Within thirty (30) days prior to the start of each course, a copy of the following material shall be submitted to the NRC

F.4 (Continued)

Project Officer:

- (1) course schedule
- (2) texts and handouts to be provided to the students
- (3) course examination with an answer key specified in section C of this solicitation
- (4) optional study questions and answers specified in section C of this solicitation

F.5 Course Presentation Reports

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

- a. A cover letter report di cussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student evaluations.
- b. Examination booklets and graded answer sheets (original plus one copy) and a summary of student results including class average and standard deviation.
- c. Student evaluations (original plus one copy) and a summary of student comments. Student evaluations will be maintained in a data base by the contractor for the life of the contract.

F.6 Final Report

The Contractor shall furnish a final report in accordance with NRC Handbook 3.8, (attached; formerly Manual Chapter 3202) by the end of the contract. 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 improvements.

The final report and transfer of all government furnished materials, as well as all contractor developed materials, shall be accomplished prior to contract expiration.

Section G NRC-26-94-265 SECTION G - CONTRACT ADMINISTRATION DATA NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993) (a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is: Name: Kenneth Jenison Address: NRC Te cal Training Center Osborne office Center 5700 Brainerd Rd., Suite 200 Chattanooga, TN 37411-4017 Telephone Number: (615) 855-6599 (b) The project officer shall: (1) Place delivery orders for items required under this contract. (2) Monitor contractor performance and recommend to the contracting officer changes in requirements. (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. (c) The project officer may not make changes to the express terms and conditions of this contract. [End of Clause] ORDERING PROCEDURES (MAY 1991) G. 2 (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract: Page 21 of 35

G.2 (Continued)

(b) All delivery orders shall be prepared in accordance with FAP 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

G.3 REMITTANCE ADDRESS (MAR 1987)

Remittance address is as follows:

Name: PowerSafety International, Inc.

Address: P.O. Box 79135

Baltimore, MD 21279-0135

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

(c) Work for others.

- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit ror 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.
 - (j²) 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, 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

H.1 (Continued)

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

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

H.1 (Continued)

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) <u>Subcontracts</u>. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
 - (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or

H.1 (Continued)

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.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Troy G. Mallory, Project Manager Mr. DasGupta, Instructor/Developer Timothy L. Saloka, Instructor/Developer Louis C. Hass, Instructor/Developer

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely

H.2 (Continued)

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.

[End of Clause]

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H. 4 NRC FURNISHED MATERIAL

Upon request, the NRC will furnish the contractor with applicable NRC documents such as regulatory guides necessary to support course development and presentation. The NRC will also furnish, at the time of each course presentation, a student information sheet and a course evaluation form to be completed by the students.

The NRC will provide a Style Guide for use by the contractor in preparing the Student Manual, Instructor Manual, and Course Outline.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER		DATI	
52.202-1	DEFINITIONS OFFICIALS NOT TO BENEFIT GRATUITIES	SEP	1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR	1984
52.203-3			
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR	1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL	1985
EO 000 F	SALES TO THE GOVERNMENT	OCT	1988
52.203-7	ANTI-KICKBACK PROCEDURES PRICE OR FEE ADJUSTMENT FOR	CED	1990
52.203-10	ILLEGAL OR IMPROPER ACTIVITY	DEF	1990
ED 000 10	ILLEGAL OR IMPROPER ACTIVITI	7737	1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL	UAIN	1990
	INTIUDNCE CERTAIN PEDERAG		
EO 000 C	TRANSACTIONS PROTECTING THE GOVERNMENT'S	BYOTZ	1000
52.209-6	INTEREST WHEN SUBCONTRACTING WITH	TAOA	1222
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT		
FA 545 4	OR PROPOSED FOR DEBARMENT EXAMINATION OF RECORDS BY	ppp	1002
52.215-1	COMPUTATION OF RECORDS BI	LPD	7323
ED DAE D	COMPTROLLER GENERAL AUDIT - NEGOTIATION	PPD	1007
52.215-2	AUDIT - NEGUTIATION	TEN	1986
	ORDER OF PRECEDENCE UTILIZATION OF SMALL BUSINESS	UPIN	1000
52.219-8	UTILIZATION OF SMALL BUSINESS	PED	1990
	CONCERNS AND SMALL		
	DISADVANTAGED BUSINESS CONCERNS	BITC	1986
52.219-13	UTILIZATION OF WOMEN-OWNED	AUG	TABO
	SMALL BUSINESSES	8.00	1004
52.220-3	UTILIZATION OF LABOR SURPLUS	APR	1394
	AREA CONCERNS	200	1001
52.222-3	CONVICT LABOR		1984 1984
52.222-26	EQUAL OPPORTUNITY		
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL	APR	1984
	DISABLED AND VIETNAM		
	ERA VETERANS AFFIRMATIVE ACTION FOR	9, 95,95	1001
52.222-36		APR	1984
	HANDICAPPED WORKERS		

I.1 (Continued)

NUMBER	TITLE	DATI	Ε
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA		
52 223-2	CLEAN AIR AND WATER DRUG-FREE WORKPLACE	APR	1984
	DRUG-FREE WORKPLACE	JIII.	1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN	MAY	1992
2011	PURCHASES		2000
52.225-19	EUROPEAN COMMUNITY SANCTION FOR	MAY	1993
	SERVICES		
	AUTHORIZATION AND CONSENT		
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR	1984
52.229-3		JAN	1991
52.229-5	FEDERAL, STATE, AND LOCAL TAXES TAXES - CONTRACTS PERFORMED	APR	1984
	IN U.S. POSSESSIONS		
E0 000 1	OR PUERTO RICO	* **	1984
52.232-1	DISCOUNTS FOR PROMPT PAYMENT	APK	1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR	1989
52.232-11	EXTRAS PROGRESS PAYPENTS INTEREST	APR	1984
52.232-16	PROGRESS PAYNENTS	101	1991
52.232-17	PROGRESS PAYPENTS INTEREST ASSIGNMENT OF CLAIMS	JAN	1991
52.232-23	PROMPT PAYMENT	JAN	1986
24.434-42	PROMPT PAYMENT	SEP	1992 1989
	DAVMENT METHODS		
52.233-1	DISPUTES PROTEST AFTER AWARD	DEC	1991
52.233-3	PROTEST AFTER AWARD	AUG	1989
52.242-13	BANKRUPTCY CHANGES - FIXED-PRICE Alternate III (APR 1984)	APR	1991
52.243-1	CHANGES - FIXED-PRICE	AUG	1987
	Alternate III (APR 1984)		
52.244-5	COMPETITION IN SUBCONTRACTING	APR	1984
	LIMITATION OF LIABILITY - SERVICES	APR	1984
			1984
	OF THE GOVERNMENT (FIXED-PRICE)		700
52.249-8	DEFAULT (FIXED-PRICE SUPPLY	APR	1984
	AND SERVICE) COMPUTER GENERATED FORMS		
52.253-1	COMPUTER GENERATED FORMS	JAN	1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) <u>Definitions</u>. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of

I.2 (Continued)

any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY --MODIFICATION (NOV 1990)

- (1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain

bond paper if necessary and label Certificate of Pr IntegrityModification (Continuation Sheet), ENTER NONE EXISTS)	
	-

[Signature of the officer or employee responsible for the modification proposal and date]

I.2 (Continued)

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

1.3 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the contract expiration date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

I.3 (Continued)

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

[End of Clause]

1.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, 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 N/A;
 - (2) Any order for a combination of items in excess of N/A; or
 - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (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) above.
- (d) Notwithstanding paragraphs (b) and (c) above, 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 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.

I.5 52.216-21 REQUIREMENTS (APR 1984)

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

I.5 (Continued)

equitable price adjustment.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from contract expiration.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest
3	NRC Handbook 3.8
4	Suggested Course Outline
5	Student Manual