

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

RS-AED-98-265

PAGE 1 OF

2. CONTRACT NO.

NRC-26-98-265

3. AWARD/EFFECTIVE DATE

07-01-1998

4. ORDER NUMBER

5. SOLICITATION NUMBER

AED-98-265

6. SOLICITATION ISSUE DATE

2/12/98

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

Sharlene McCubbin

b. TELEPHONE NUMBER (No Collect Calls)

301-415-6565

8. OFFER DUE DATE/LOCAL  
TIME

3/16/1998

9. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: T-7-1-2  
Contract Management Branch  
Washington DC 20555

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE: 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV. BUSINESS☐ 8(A)

SIC: 8299

SIZE STANDARD:

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED☐ SEE SCHEDULE

12. DISCOUNT TERMS

N/A

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER  
DPAS (15 CFR 700)

13b. RATING

N/A

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

Chem-Nuclear Systems, Inc.  
140 Stoneridge Drive  
Columbia, SC 29210

U.S. Nuclear Regulatory Commission  
Office of the Chief Financial Officer  
Attn:

Washington DC 20555

TELEPHONE NO. (803) 758-1899

☐ 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 ADDENDUM19.  
ITEM NO.20. See CONTINUATION Page  
SCHEDULE OF SUPPLIES/SERVICES21.  
QUANTITY22.  
UNIT23.  
UNIT PRICE24.  
AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

NOTE: NO OBLIGATION AT THIS TIME. FUNDING PROVIDED WHEN  
COURSE IS REQUESTED.

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER  
DATED 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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

See contractors 1449 dated 3/12/98

30c. DATE SIGNED

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Mary H. Wade

31c. DATE SIGNED

3/14/98

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

33. SHIP NUMBER

☐ PARTIAL☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

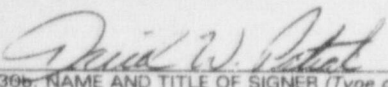
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

9809040368 980519  
PDR CONTR  
NRC-26-98-265 PDR

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

## OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AED-98-265
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> B(A) SIC: SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO		CODE	
16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR Chem-Nuclear Systems 140 Stoneridge Drive Columbia, South Carolina 29210 TELEPHONE NO. (803)758-1899		18a. PAYMENT WILL BE MADE BY	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER Refer to attached proposal Table 8.1		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
	See attached proposal Part 3.0 (Attach Additional Sheets as Necessary)	1	ea
			Refer to attached proposal Part 8.0
			Refer to attached proposal Part 8.0
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> 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 HEREIN.		29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ 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)	
30b. NAME AND TITLE OF SIGNER (Type or print) David W. Pstrak Manager, Training Services	30c. DATE SIGNED 3/12/98	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	35. AMOUNT VERIFIED CORRECT FOR
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		37. CHECK NUMBER	40. PAID BY
41c. DATE		42a. RECEIVED BY (Print)	
		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

# CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

PAGE

AED-98-265

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NAME OF OFFEROR OR CONTRACTOR

Chem-Nuclear Systems, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Base Period				
1	Transportation of Radioactive Materials Course AT NRC - Up to 30 Students Maximum				
2	Transportation of Radioactive Materials Course Contractors site - Up to 30 Students Maximum				
3	Travel - Estimated Only Will be billed at actual cost.				
	Total for Base Period				\$45,750.00
	Option Period I				
1	Transportation of Radioactive Materials Course At NRC - Up to 30 Students Maximum.				
2	Transportation of Radioactive Materials Course Contractors site - Up to 30 Students Maximum				
3	Travel - Estimated Only Will be billed at actual cost.				
	Total for Option Period I				\$46,740.00
	Option Period II				
1	Transportation of Radioactive Materials Course AT NRC - Up to 30 Students Maximum				
2	Transportation of Radioactive Materials Course Contractors site - Up to 30 Students Maximum.				
3	Travel - Estimated Only Will be billed at actual cost.				
	Total for Option Period II				\$47,760.00
	Option Period III				
1	Transportation of Radioactive Materials Course AT NRC - Up to 30 Students Maximum.				
2	Transportation of Radioactive Materials Course Contractors site - Up to 30 Students Maximum				
3	Travel - Estimated Only Will be billed at actual cost.				
	Total for Option Period III				\$48,840.00
	Option Period IV				
1	Transportation of Radioactive Materials Course AT NRC - Up to 30 Students Maximum				
2	Transportation of Radioactive Materials Course Contractors site - Up to 30 Students Maximum				
3	Travel - Estimated Only Will be billed at actual cost.				
	Total for Option Period IV				\$49,920.00
	Grand Total				\$239,010.00



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**SECTION B - CONTINUATION BLOCK**

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**STATEMENT OF WORK****Background**

The contractor shall furnish the necessary personnel, instructional materials, services and facilities (when at the contractor's location) to present a one (1) week course on, "Transportation of Radioactive Materials," as ordered by the NRC. The course is to provide NRC inspectors and Agreement State personnel with specialized technical training in the field of transportation of radioactive materials to enable them to become qualified in conducting inspections of licensee activities associated with the transportation of radioactive materials in accordance with applicable regulations (NRC-10 CFR Part 71 and DOT-49 CFR Parts 171-177) pertaining to the shipment of radioactive materials.

**DELIVERY ORDER INFORMATION**

The exact dates of course presentations and geographic location will be mutually agreed upon by the contractor and NRC Project Officer at least sixty (60) days before each course. Confirmation of time, date, place and cost will be by delivery order placed by the NRC project officer. The NRC will notify the contractor no later than twenty (20) work days prior the time a course session is to begin, that the need is insufficient to conduct the training at the mutually agreed upon time and may reschedule the session without obligation to the Government.

**KEY PERSONNEL**

Course instructors must have expertise in current NRC and DOT transportation requirements pertaining to transportation of radioactive materials. As a minimum, the instructors having the following areas of diverse experience and expertise are required: a.) Packaging and Labeling of radioactive materials for transport, b.) Shipping papers and manifests for transport and disposal of radioactive materials, c.) Requirements for low level radioactive waste disposal, and e.) Surveying of vehicles. The project manager must have broad experience in the field of transportation of radioactive materials from both a technical and regulatory standpoint and have related training experience. The project manager and the instructors shall be considered key personnel under this contract and will need the NRC project officer approval to replace.

## COURSE

The course is to include instruction on: familiarization of material transportation regulations; packaging; communications; transportation classifications; emergency response; common shipment problems; and guidance documents. Acceptable instructional techniques include lecture, problem workshops, field exercises, films, slides, videos, computer based training (CBT) and discussion sessions. At least one problem solving workshop exercise applying the classroom taught concepts of labeling, placarding and shipping papers shall be conducted sometime during the course. Simulated inspection exercises involving the inspection and survey of closed and open transport vehicle shipments of radioactive materials are desirable but not mandatory. If such field exercises are conducted, appropriate survey instrument shall be made available to the students to encourage realism. The use of simulated as opposed to actual shipments and materials is acceptable provided that the scenarios are realistic. These exercises must be conducted in accordance with the provisions of Title 10 of the Code of Federal Regulations, Part 20 including dosimetry if applicable. The NRC will provide the contractor with the most recent version of Regulatory Guides 8.13 and 8.29. The NRC reserves the right to supplement course presentations with NRC or other technical experts if available. Approximately two hours sometime during the week shall be set aside for NRC provided guest speaker's presentations. If NRC guest speakers are not available, the contractor shall fill the reserved time with instructional activities. The project officer will notify the contractor seven (7) days prior to the start date of the course if a guest speaker is attending to allow the contractor time to adjust the course presentation schedule.

## MATERIALS

The NRC has a student manual which has been developed for the "Transportation of Radioactive Materials" course. The contractor may utilize the NRC's manual which meets the minimum requirements for the "Transportation of Radioactive Materials Course." If not already included in the manual, the additional materials to be provided to each student by the contractor include a copy of the most recent version of the following: 1) 10 CFR Part 71, 2) 49 CFR Parts 100-199, 3) Suggested State Regulations, Part T, 4) Applicable NRC Regulatory Guides, 5) Applicable NRC and DOT policy documents pertinent to the subject material, 6) The DOT booklet, "A Review of the DOT Regulations for Transportation of Radioactive Materials," 7) Relevant vuegraphs used during the course presentation and not already provided in the student manual, 8) Applicable case studies and workshop problems, 9) Handouts, i.e., material not included in the student manual (these shall be kept to a minimum, and shall be comprised of material that could not realistically have been incorporated into the student manual prior to commencement of the course presentation). If any of the vuegraphs or handouts are revised, the contractor shall provide a copy of the revised material to the NRC Project Officer along with a copy on electronic media compatible with the NRC's computer software.



## FACILITIES

Facilities shall be large enough to comfortably accommodate a class of thirty (30) individuals (24 students, 5 guest instructors and one contract monitor) sitting at tables large enough to hold 3 ring binders and several other references. If demand warrants, the NRC reserves the right to convert any or all of the six (6) extra seats (guest instructors and contract monitor) to student use. The equipment and facilities are to be conducive to the course presentation and appropriate for the media needed. The NRC reserves the right to inspect the facilities for adequacy. For course presentations at other than the contractor's facility, the NRC will make arrangements to provide the training facility. The contractor is responsible for providing all other equipment and materials needed for the course presentation for both the contractor's designated training facility and at NRC's facility.

## TRAVEL

No travel expenses will be associated with course presentations to be conducted at the contractor's training facility. The cost of travel for any subcontractors used for training at the contractor's facility is to be included in the course delivery cost. If the training location is other than the contractor's facility, travel expenses for instructors and the cost of shipping of materials and supplies for course presentations will be allowed. The contractor is responsible for transportation for all students between the training site and any field exercises or demonstrations.

## DELIVERABLES

1) The contractor shall provide each student a copy of the student manual in one or more appropriate sized three ring binders. The contractor shall deliver all course materials for a specific course to the designated training site or location prior to the start of each training session. At the conclusion of the course the contractor shall collect, package and ship the student manuals and any other material distributed during the course to each student's work address. 2) For contractor facilities, the contractor shall provide to the NRC Project Officer a map of the locality where the training facility and a list of approximately five (5) lodging facilities located within a reasonable distance of the training site with prices (including any applicable taxes) within the government per-diem limit for the locality. The contractor shall verify and update this information annually.



## REPORTING REQUIREMENTS

The contractor shall provide the NRC with the following reports:

### Course Presentation Report

This report shall contain: a) A cover letter report discussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student evaluations, b) Original examination booklets and graded answer sheets and a summary of student results including class average and standard deviation, c) Original student evaluations, d) Original student information sheets, and e) Individual dose monitoring records as applicable. The contractor shall submit the course presentation report to the NRC Project Officer within twenty (20) days of completion of a course presentation. If individual dose monitoring records become a factor and processing of dosimeters takes longer than twenty (20) days, reports of monitoring records shall be submitted within five (5) days of receipt of the results from the processing organization.

### Final Report

The report shall contain as a minimum: a) A technical report of the work completed; b) Any problems encountered and their solutions; and c) Recommendations for course improvements. The contractor shall submit five copies of the final report to the Project Officer and one to the Contract Administrator prior to contract expiration along with any government furnished materials.

## OPTIONAL REQUIREMENTS

(A) The contractor may be required to modify all or part of the training materials for the course presentations at the direction of the NRC Project Officer.

(B) The NRC may request the contractor to develop and present additional specialized seminars, workshops or training courses on topics related to those in the statement of work during the period of the contract performance. A specific contract modification would be issued for these optional requirements and any travel expenses associated with this work.

### B.1 2052.215-70 KEY PERSONNEL

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

Mr. Mark Lewis  
Mr. David Pstrak  
Mr. Kevin Lee

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 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.

## **B.2 52.216-21 REQUIREMENTS (OCT 1995)**

(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 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 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 the expiration of this contract on June 30, 1999.

### **B.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 1998 through June 30, 1999.

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

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

### **B.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 198^)**

(a) The Government may extend the term of this contract by written



notice to the Contractor within 60 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**B.5 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on July 1, 1998 and will expire June 30, 1999. 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).

**B.6 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Chief Financial Officer at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the

financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

#### **B.7 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name: Paul Knapp

Address: AEOD/TTD, Bld. C-TN  
Washington, DC 20555

Telephone Number: (423)-855-6639

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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, 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 project officer 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 cause 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 project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer 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 project officer 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 project officer 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.

**SECTION C - CONTRACT CLAUSES**

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**C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

FAR NUMBER	TITLE	DATE
52.212-4	Contract Terms and Conditions-- Commercial Items	MAY 1997

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

[X] (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and



(3));

[ ] (4) 52.219-9, Small, Small Disadvantaged and Women- Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

[ ] (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

[X] (6) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

[X] (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

[X] (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[X] (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

[ ] (11) 52.225-9, Buy American Act--Trade Agreements Act-- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

[ ] (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

[ ] (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

[ ] (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

[ ] (15)(ii) Alternate I of 52.225-21.

[ ] (17) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

[ ] (16) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate.)

[ ] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

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

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

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

[ ] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29



U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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Billing Instructions for a Fixed Price Contract

ACH Vendor/Miscellaneous Payment Enrollment Form