

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30				1. REQUISITION NUMBER OCHCO-14-0032		PAGE OF 1 51	
2. CONTRACT NO. NRC-HQ-84-14-C-0002		3. AWARD EFFECTIVE DATE 04/14/2014		4. ORDER NUMBER		5. SOLICITATION NUMBER NRC-HQ-84-14-Q-0002	
6. SOLICITATION ISSUE DATE 01/30/2014		7. FOR SOLICITATION INFORMATION CALL:		8. NAME DANIEL APP		9. TELEPHONE NUMBER (No collect calls) 301-287-0939	
10. OFFER DUE DATE/LOCAL TIME ET		11. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001		12. CODE NRCHQ		13. THIS ACQUISITION IS X UNRESTRICTED OR SET ASIDE 14 FOR	
15. SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		16. NAICS 611430 SIZE STANDARD S10.0		17. 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 706)		13b. RATING 14. METHOD OF SOLICITATION RFQ IFB X RFP	
18. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		19. DISCOUNT TERMS		20. 15. DELIVER TO CODE TTC US NRC TECHNICAL TRAINING CENTER OSBORNE OFFICE CENTER 5746 MARLIN ROAD SUITE 200 CHATTANOOGA TN 37411-5677		21. 15. ADMINISTERED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001	
22. 17a. CONTRACTOR/ OFFEROR PORTLAND CEMENT ASSOCIATION 5420 OLD ORCHARD RD BLDG A SKOKIE IL 60077-1007		23. CODE 054357256		24. FACILITY CODE		25. 18a. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2758	
26. TELEPHONE NO		27. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		28. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM		29. 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT	
30. 19. ITEM NO.		31. 20. SCHEDULE OF SUPPLIES/SERVICES Develop and conduct a two-week "Concrete Technology and Codes" course. Period of Performance: 04/14/2014 to 04/18/2015 (Use Reverse and/or Attach Additional Sheets as Necessary)		32. 21. QUANTITY		33. 22. UNIT	
34. 23. UNIT PRICE		35. 24. AMOUNT		36. 25. ACCOUNTING AND APPROPRIATION DATA 2014-X0200-FEEBASED-84-84D001-17-N-157-X8491-251F		37. 26. TOTAL AWARD AMOUNT (For Govt Use Only) \$596,928.90	
38. 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.		39. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA X ARE ARE NOT ATTACHED.		40. 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.		41. 29. AWARD OF CONTRACT: DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
42. 30a. SIGNATURE OF OFFEROR/CONTRACTOR 		43. 31a. UNITED STATES OF AMERICA/SIGNATURE OF CONTRACTING OFFICER 		44. 30b. NAME AND TITLE OF SIGNER (Type or print) Gregory M. Scott		45. 30c. DATE SIGNED 4/7/14	
46. 31b. NAME OF CONTRACTING OFFICER (Type or print) ERIKA EAM		47. 31c. DATE SIGNED 4/8/2014		48. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		49. STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR 17 2014

ADM002

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SECTION B - Supplies or Services/Prices

NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Develop and Conduct a two-week "Concrete Technology and Codes" Course.

NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The ceiling amount of this Firm-Fixed-Price this contract for the Base Year is \$119,367.78 and the obligated amount is \$100,000.00. The Ceiling amount for the base and all option years is \$596,838.90.

PRICE/COST SCHEDULE

Base Year: 4/14/2014 – 4/13/2015					
CLIN	Description of Services	Est. Qty.	Unit	Unit Price	Total
001	BASE Class: Revise/update "Concrete Technology and Codes" Course		LOT		
002	Delivery of "Concrete Technology and Codes" Course				
	002a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	002b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	002c - Class Reference Materials		LOT		
	002d - Shipping materials and fees for student materials		LOT		
003	Course Presentation Report		EA		
	Base Class Total:				\$62,183.89
004	OPTIONAL Class: Delivery of "Concrete Technology and Codes" Course				
	004a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	004b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	004c - Class Reference Materials		LOT		
	004d - Shipping materials and fees for student materials		LOT		
005	Course Presentation Report		EA		
	Optional Class Total:				\$57,183.89
	Total Base Year:				\$119,367.78

Option Year One: 4/14/2015 – 4/13/2016					
CLIN	Description of Services	Est. Qty.	Unit	Unit Price	Total
101	BASE Class: Revise/update "Concrete Technology and Codes" Course		LOT		
102	Delivery of "Concrete Technology and Codes" Course				
	007a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	007b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	007c - Class Reference Materials		LOT		
	007d - Shipping materials and fees for student materials		LOT		
103	Course Presentation Report		EA		
	Base Class Total:				\$62,183.89
104	OPTIONAL Class: Delivery of "Concrete Technology and Codes" Course				
	009a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	009b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	009c - Class Reference Materials		LOT		
	009d - Shipping materials and fees for student materials		LOT		
105	Course Presentation Report		EA		
	Optional Class Total:				\$57,183.89
	Total Option Year One:				\$119,367.78

Option Year Two: 4/14/2016 – 4/13/2017					
CLIN	Description of Services	Est. Qty.	Unit	Unit Price	Total
201	BASE Class: Revise/update "Concrete Technology and Codes" Course		LOT		
202	Delivery of "Concrete Technology and Codes" Course				
	012a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	012b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	012c - Class Reference Materials		LOT		
	012d - Shipping materials and fees for student materials		LOT		
203	Course Presentation Report		EA		

	Base Class Total:				\$62,183.89
204	OPTIONAL Class: Delivery of "Concrete Technology and Codes" Course				
	014a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	014b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	014c - Class Reference Materials		LOT		
	014d - Shipping materials and fees for student materials		LOT		
205	Course Presentation Report		EA		
	Optional Class Total:				\$57,183.89
	Total Option Year Two:				\$119,367.78
	Option Year Three: 4/14/2017 - 4/13/2018				
CLIN	Description of Services	Est. Qty.	Unit	Unit Price	Total
301	BASE Class: Revise/update "Concrete Technology and Codes" Course		LOT		
302	Delivery of "Concrete Technology and Codes" Course				
	017a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	017b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	017c - Class Reference Materials		LOT		
	017d - Shipping materials and fees for student materials		LOT		
303	Course Presentation Report		EA		
	Base Class Total:				\$62,183.89
304	OPTIONAL Class: Delivery of "Concrete Technology and Codes" Course				
	019a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	019b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	019c - Class Reference Materials		LOT		
	019d - Shipping materials and fees for student materials		LOT		
305	Course Presentation Report		EA		
	Optional Class Total:				\$57,183.89
	Total Option Year Three:				\$119,367.78

Option Year Four: 4/14/2018 – 4/13/2019					
CLIN	Description of Services	Est. Qty.	Unit	Unit Price	Total
401	BASE Class: Revise/update "Concrete Technology and Codes" Course		LOT		
402	Delivery of "Concrete Technology and Codes" Course				
	022a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	022b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	022c - Class Reference Materials		LOT		
	022d - Shipping materials and fees for student materials		LOT		
403	Course Presentation Report	1	EA		
	Base Class Total:				
404	OPTIONAL Class: Delivery of "Concrete Technology and Codes" Course				
	024a - Instructors to teach "Concrete Technology and Codes" Course		DAY		
	024b - Training materials for "Concrete Technology and Codes" Course (Student 17, Instructor 1)		LOT		
	024c - Class Reference Materials		LOT		
	024d - Shipping materials and fees for student materials		LOT		
405	Course Presentation Report		EA		
	Optional Class Total:				\$57,183.89
	Total Option Year Four:				\$119,367.78

GRAND TOTAL --- \$596,838.90

SECTION C – Statement of Work

STATEMENT OF WORK

I. BACKGROUND

The Nuclear Regulatory Commission (NRC) inspects licensed nuclear facilities and their construction and operations (licensed activities) as part of its public health and safety mission. The purpose of these inspections is to verify licensed activities are conducted safely and in accordance with federal regulations. In support of this mission, the NRC's Office of the Chief Human Capital Officer (OCHCO) conducts a program of training designed to give NRC staff technical information and hands-on experience in the area of concrete technology. The course improves the NRC inspector's ability to conduct in-depth inspections and design reviews of NRC-licensed facilities to determine whether or not applicable codes and standards are met.

II. CONTRACT OBJECTIVE

The Contractor shall provide the personnel, facilities, instructional materials, and services necessary to prepare and teach the "Concrete Technology and Codes" course.

III. SCOPE OF WORK

The contract shall cover revise/update the existing course materials and the presentation of a training course entitled "Concrete Technology and Codes." The course shall emphasize the codes and standards pertaining to NRC regulated activities. The NRC reserves the right to visit the offeror's training facility prior to a contract award. The courses shall be held at the Contractor's facility and the facility shall be equipped with the necessary equipment and facilities to support this training.

A. Task 1 – Course Development

A.1. Requirement:

The Contractor shall revise/update the existing course materials for the course entitled, "Concrete Technology and Codes" to include, at a minimum the topics listed below. A sample outline is given in Attachment 1. Course objectives shall be accomplished through a combination of lectures, discussions, videos, demonstrations, and field exercises providing hands-on experience in the various aspects of concrete technology. Changes in, additions to, or deviations from the topics listed are permitted, but the content of the final outline shall be approved by the NRC Contracting Officer Representative (COR).

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

- 1) Safety with Cement and Concrete
- 2) Materials for Concrete B Cement, Water and Aggregates
- 3) Supplementary Cementing Materials and Chemical Admixtures, e.g: Slag, Fly Ash, Silica Fume Air Entraining, Water Reducers & Super-plasticizers, Retarding, Accelerating
- 4) Properties and Characteristics of Concrete
- 5) Fresh Concrete Tests, e.g., slump, unit weight, temperature, air
- 6) Proportioning, Mixing and Transportation
- 7) Quality Control Field Tests, e.g., Cylinders for Compressive Strength, Slump Test, Air Test, Unit Weight and Temperature

- 8) Placing and Consolidation
- 9) Finishing and Curing
- 10) Concrete Reinforcement
- 11) Absolute Volume Mix Design
- 12) Hot and Cold Weathering Concrete
- 13) An In-Depth Review of the structure and content of the latest revisions to the pertinent industry following codes and standards
- 14) Concrete Problems and Troubleshooting
- 15) Quality Assurance and Quality Control
- 16) In-place Evaluation of Concrete
- 17) Corrosion

ii. Demonstrations: The course shall include exercises which shall be designed to allow each student to gain hands-on experience in concrete technology. Demonstrations of various types of concrete, testing and evaluation shall be conducted. The demonstrations shall include the use of correct and incorrect materials, examples of improper mix, setup, cure time, and other effects degrading the intended function of the concrete as required to meet the course objectives.

iii. Course Duration: The course shall be approximately seventy-six (76) hours in duration (nine consecutive segments @ 8 hours per day, with the last day consisting of four hours).

iv. Course Materials: The Contractor shall provide course materials (the student and instructor manuals and all reference materials) to the current industry standards, and shall be utilized for the period of the contract, including option periods. A copy of the previous NRC Concrete course instructor manual will be provided to the Contractor as a guideline, but shall be updated as appropriate with the new standards and visuals. During the contract period, in the event of new regulatory requirements or significant changes to industry standards, the course material shall be updated via modification to the contract. The modification to the contract will be via a Statement of Work which will establish the work to be performed and the schedule for delivery. All manuals, both instructor and student, shall be prepared in the current version of Microsoft Word. Any graphics presentations used in the course will be developed in the current version of Microsoft PowerPoint.

The Contractor shall provide the following items for each course:

a) Student Manual

- 1) The Contractor shall prepare a student manual for use during the presentation of the course material. The student manual shall include printed copies of view graphs, slides and other visual aids required to present the course.
- 2) Learning objectives shall be included at the beginning of each section or chapter.
- 3) The student manual shall also include a Table of Contents, a glossary of common terms and copies of relevant reference material. Short references (approximately six 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 where a copy may be obtained.

b) Instructor Manual

The Contractor shall provide an instructor manual to supplement the student manual. The instructor manual shall include, as a minimum:

- 1) Detailed course outline;
- 2) Clearly defined learning objectives for each topic;
- 3) Copies of detailed descriptions for visual aids;
- 4) Detailed lesson plans indicating the manner in which the student material will be presented by the instructor. The lesson plans shall include appropriate references to visual aids and other materials required during the presentation and indicate when each is to be used during the presentation; or, a Microsoft Power Point presentation may be used as a substitute if adequate instructor information is provided in the notes section.
- 5) Detailed references to course references, codes, and standards.
- 6) The instructor manual shall be prepared in sufficient detail to allow a qualified individual who has not previously conducted the course to present the material in an organized fashion.

c) Reference Materials

One copy of the most recent revision of the following published reference material shall be included with each manual. Appropriate substitutions may be made if approved by the Project Officer:

- ASME Boiler and Pressure Vessel Code, Section III, Division 2, Code for Concrete Reactor Vessels and Containments
- ACI 311.4 - Guide for Concrete Inspection
- ACI 349.1 - Reinforced Concrete Design for Thermal Effects on Nuclear Power Plant Structures
- ACI 349.2 - Embedment Design Examples
- ACI 349.3 - Evaluation of Existing Nuclear Safety-Related Concrete Structures
- ASTM C94/ACI SP-2 - Manual for Concrete Inspection
- Other industry-accepted codes applicable to the nuclear industry

v. Visual Aids

The Contractor shall develop or provide visual aids to assist students in understanding the course material. The Contractor shall use these visual aids to supplement the presentation of the course material. Any visual aid which the Contractor deems necessary for the presentation of this course must be provided to the NRC COR as an integral part of the training package. A hard copy of each visual aid used during the course should be included in the student manual as a figure plate at the end of the applicable chapter.

vi. Software Format

All manuals, both instructor and student, shall be prepared in the current version of Microsoft Word. Any graphics presentations used in the course will be developed in the current version of Microsoft PowerPoint format.

A.2. Standard:

No more than one instance of noncompliance with the requirements listed above for each course.

A.3. Deliverables

i) **Draft Outlines**- within thirty (30) days after the initial meeting or within thirty (30) days after receipt of written cancellation of that meeting, provide a draft instructor manual outline and a draft student manual outline to the Project Officer. This draft may be either hard copy or in an electronic format acceptable to the NRC Project Officer. The Contractor shall correct any deficiencies and resubmit the material within ten (10) days after receipt of the NRC Project Officer comments.

ii) **Draft Materials** - within sixty (60) days after acceptance of the draft instructor manual outline and the student manual outline, provide a draft copy of the instructor manual, student manual, and visual aids. The Contractor shall carefully proof all materials submitted. The Contractor shall correct any deficiencies and resubmit the material within ten (10) days after receipt of the NRC Project Officer comments.

iii) **Final Copies** - Within sixty (60) days after acceptance of the draft materials by the Project Officer, submit a copy of final course materials which include:

- 1) Student Manual
- 2) Instructor manual
- 3) visual aids (slides, view-graphs, videos, or other), and
- 4) one copy of computer data storage (e.g., disks, cds, dvds, etc.) containing all materials in the required formats.

A.4. Quality Assurance Plan

100% Inspection: The NRC Project Officer will review all deliverables and provide comments on Contractor submitted draft documents. The Contractor shall incorporate all NRC comments into the final deliverables. All final deliverables will be reviewed and approved by the NRC Project Officer.

A.5. Incentives

A 0.05% deduction will be taken off the total contract line item amount for Task 1 for each business day late for each deliverable. A 0.05% deduction will be taken off the total for Task 1 for each NRC comment not incorporated into the Contractor's final deliverable submissions.

A.6. Meetings and Travel

Within thirty (30) days after contract award a meeting will be held at the Contractor's facility to discuss the course outline, lesson objectives, material preparation, and classroom and laboratory facilities. This meeting may be canceled or rescheduled based upon mutual agreement of the NRC Project Officer and the Contractor.

A.7. NRC Furnished Materials

The NRC shall provide the Contractor a copy of the previous NRC Concrete Technology and Codes course. Upon request, the NRC will furnish the Contractor with at least one copy of applicable NRC documents deemed necessary to support course revision/update and presentation, such as Regulatory Guides, Information Notices, Bulletins and NUREGs, and current version of the student and instructor's manuals for

each course. If these documents are available on the NRC website, the Contractor may be provided with the URL and directed to download the appropriate information.

A.8. Additional Information/Guidance

All course and reference materials as well as training aids prepared or created by the Contractor or obtained for the NRC for use in the presentation of this course will become the property of the NRC upon completion of this contract.

B. Task 2 – Instruct/Present "Concrete Technology and Codes" Course

B.1. Requirement

The Contractor shall instruct/present the course entitled, "Concrete Technology and Codes" in accordance with the requirements of Task 1 of this Statement of Work.

i. Training Materials:

The Contractor shall provide training materials for each student including: a student manual which shall include learning objectives for each section, a copy of relevant industry standards and NRC Regulatory Guides, Generic Communications, and policy documents relevant to the subject matter; a copy of relevant view-graphs used during the course presentation and not already provided in the student manual; applicable case histories; and all handouts, (i.e., material not included in the student manual). The use of handouts shall be kept to a minimum and shall represent material that could not have been incorporated in the student manual prior to the start of the course. All student manuals shall be prepared in the current version of Microsoft Word. Any graphics presentations used in the course shall be prepared in Microsoft PowerPoint format.

ii. Place of Performance

The course will be held at the Contractor's facility equipped with the necessary concrete equipment to support this training. The NRC reserves the right to visit the offeror's training facility prior to a contract award.

iii. Class Size

Class size shall be approximately fifteen (15) students and two (2) optional observers (the COR and/or an individual designated by the COR). Observers will be provided with a copy of the student training materials. These two optional observer positions may be used as regular student positions if the observers designated by the COR do not attend.

iv. Class Hours

Class hours shall start at 8:00 a.m. and end about 4:00 p.m. each day, allowing sixty minutes for a lunch break, with approximately seven hours of instruction time available per day. Breaks shall be provided at a frequency of approximately ten (10) minutes following each 50 minutes of instruction, with the flow of the course materials. Class shall begin at 8:00 a.m. on the first scheduled class day, and end at 12:00 p.m. on the last scheduled class day.

v. Other materials to be provided to the NRC COR /students by the Contractor include:

- a) Shipping boxes and shipping expenses for shipping student manuals via the USPS at the book-rate to the student mailing addresses following completion of the course.
- b) Information clearly showing the training facility and nearby lodging available to the students. This shall be provided to the NRC COR sixty (60) days prior to the course.

B.2. Standard:

No more than one instance of noncompliance with the requirements listed above for each course.

B.3. Deliverables**i) Pre-Course Submission**

Sixty (60) days prior to the start of each course, provide to the COR a copy of the following material:

- Course schedule,
- Texts and handouts to be provided to the students, in an electronic format.

The Contractor shall correct any deficiencies and resubmit the material within twenty-one (21) days from receipt of comments from the COR. NRC approval of the final material shall be required at least one (1) week prior to the start of each course.

ii) Post-Course Submission

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

- 1) A cover letter discussing accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student evaluations.
- 2) Student information sheets providing the student's name, business address, business phone number, name of immediate supervisor, date of the course,
- 3) Student evaluations for any non-NRC attendees.

B.4. Quality Assurance Plan

100% inspection: The NRC Project officer shall review the Contractor's Pre-Course Material Submission and ensure that all materials submitted meet all requirements. The NRC Project Officer and/or designee may attend the course for observation. The NRC Project Officer will also review the Post-Course Report.

B.5. Incentives

A 0.05% deduction in total will be taken for each business day late for each deliverable submission.

B.6. Meetings and Travel

Course will be held at Contractor's facility. The Contractor shall provide transportation for all students between the training site and any field exercises or demonstrations.

B.7. NRC Furnished Materials

The NRC will furnish one copy of a student information sheet and a course evaluation form for non-NRC attendees. The student information sheet and course evaluation forms (as applicable) shall be provided to each student at the start of each course.

B.8. Additional Information/Guidance

- i. The NRC will order at least one course session during the base year of this contract. Additional courses may be ordered if warranted by student demand. Historically, one course has been presented each year, but this may not be reflective of future needs. Courses will be formally scheduled via a delivery order form via electronic media or hard copy. One session of the course may be

ordered, depending upon the funding being available.

ii. Should the NRC determine no later than thirty (30) calendar days prior to the start of a course that the need is insufficient to conduct the course, the NRC may reschedule or cancel the course presentation by written notification to the Contractor without obligation to the government. This notice may be in electronic form or hard copy.

iii. The NRC reserves the right to supplement course presentations with NRC technical experts, if available. The COR will notify the Contractor in advance of the course presentation if technical experts will be used.

iv. Student background and experience will vary. The Contractor shall not assume experience in concrete. The NRC COR will coordinate student attendance.

v. Exact course dates will be arranged with the Contractor at least ninety (90) days before each course.

C. TECHNICAL QUALIFICATION REQUIREMENTS

The courses shall be conducted by an instructor with a minimum of five years experience in the field of concrete technology. Course instructors must have a minimum of five years experience in concrete technology, relevant codes and standards and a demonstrated understanding of the regulatory issues dealing with concrete technology used at commercial nuclear facilities. Course instructors must also have a minimum of 3 years expertise in course instruction, with experience in providing instruction to, and supervising the activities of, individuals who have little or no experience in the field of concrete technology or industrial safety to ensure applicable Federal and State safety requirements are met in this course. The Contractor shall propose one or more instructors to present the course. For each proposed instructor, a resume shall be submitted to the NRC COR for approval. Resumes shall also be provided for those individuals preparing the student and instructor manual so that the NRC knows that they are qualified to do so.

Attachment 1 – Course Outline

FUNDAMENTALS OF CONCRETE

- Materials Selection
- Essentials of Quality Concrete

CEMENTITIOUS MATERIALS

- Portland Cement
- Supplementary Cementing Materials

MIXING WATER

- Sources
- Possible Impurities

AGGREGATE GEOLOGY & CLASSIFICATION

- Mineralogy
- Production
- Physical Properties

AGGREGATE SPECIFICATIONS & READY-MIXED CONCRETE

- ASTM C33- Gradations
- General Characteristics
- Fineness Modulus
- Maximum Size vs. Nominal Maximum Size
- Permissible Variations in Grading
- Gap vs. Uniform

CHEMICAL ADMIXTURES

- Air Entrainment
- Water Reducers & Super-plasticizers
- Set Modifying Admixture
- Specialty Admixtures

SKIN SAFETY W/ CEMENT & CONCRETE

- Use of Chemical Admixtures
- Use of SCMs

QUALITY CONCRETE

- Fresh & Hardened Concrete Properties

BATCHING, MIXING, & TRANSPORTING & HANDLING CONCRETE

- ASTM C94
- Checklist for Concrete Placement
- Delivery Considerations
- Placing Equipment

CONTROL TESTS FOR CONCRETE

- Demonstration- Fresh Concrete Tests - Slump, Air, Unit Weight, Temperature, Cylinders

PLACING AND FINISHING CONCRETE

- Uniformity and Consolidation
- Self-Consolidating Concrete
- Finishing Methods
- Jointing Procedures

CURING

- Methods & Materials
- Period & Temperature

THERMAL CONTROL OF CONCRETE

- Effects of High Concrete Temperatures
- Mass Concrete
- Cooling Concrete Materials
- Methods to Control High Temperatures

COLD WEATHER CONCRETING

- Effect of Freezing on Fresh Concrete
- Maturity Method
- Strength Gain of Low Temperature Concrete
- Methods to Control Cold Temperatures

VOLUME CHANGES OF CONCRETE

- Early Age Volume Changes
- Moisture Changes (Drying Shrinkage)
- Thermal Changes
- Curling (Warping)
- Elastic and Inelastic Deformation
- Chemical Changes and Effects

REINFORCED CONCRETE

- Fabrication of Reinforcing Systems
- Prestressing Systems

CONCRETE SPECIFICATIONS

- ACI
- ASTM

REAL WORLD CONCRETE

- Case Studies

DESIGNING CONCRETE MIXTURES

- Factors to Be Considered
- Selecting Mix Characteristics

PROPORTIONING CONCRETE MIXTURES

- Absolute Volume Procedure

EVALUATING CONCRETE MIX DESIGNS

CONSTRUCTION PROCEDURES - A GLOBAL PERSPECTIVE

General Overview

QA/QC Considerations

Out of Spec Concrete - What Do You Do?

FRESHLY MIXED CONCRETE PROBLEMS

- Slump loss
- Setting time
- Workability
- Cement/admixture compatibility
- Stickiness and harshness
- Bleeding
- Control of air content
- Uniformity
- Construction & design errors
- Segregation
- Erratic batching errors

- Yield

LOW STRENGTH

HARDENED CONCRETE PROBLEMS

- Identifying Surface Defects
 - Bug Holes
 - Cold Joints
 - Scaling and Spalling
 - Blisters
 - Disintegration
 - Dusting
 - Honeycombing
 - Crazing

NON-STRUCTURAL CRACKING IN CONCRETE

- Plastic
 - Drying Shrinkage
 - Settlement
- Hardened
 - Drying Shrinkage
 - Thermal Stresses
 - Non-structural

DESIRED PROPERTIES FOR DURABILITY

- Prescription to Performance
- Specifying Durability

SULFATE ATTACK

- Forms- Chemical, Physical, DEF
- Mechanism
- Testing

FREEZE-THAW RESISTANCE

- Mechanism
- Testing
- Optimizing for Freeze-Thaw Resistance

ALKALI-AGGREGATE REACTIVITY

- Forms- ACR, ASR
- Mechanism
- Testing
- Mitigation

CORROSION RESISTANCE

- Mechanism
- Testing
- Optimizing for Corrosion Resistance

EVALUATION TECHNIQUES

- How to Conduct an Investigation
- The Condition Survey
 - ACI 349.3 - Evaluation of Existing Nuclear Safety-Related Concrete Structures
 - Field Kit,

-Selection of samples, good vs. bad

IN-PLACE EVALUATION METHODS

- In-place strength (pullout and pull-off tests)
- Uniformity (rebound hammer and pulse velocity)
- Location of defects (impact-echo, impulse response, ultrasonic echo)
- Corrosion assessment (half-cell potential and corrosion rate)

NDE Demonstrations

PETROGRAPHIC REPORT

ASME Boiler and Pressure Vessel Code (ACI Standard 359-07)

-Section III, Division 2, Code for Concrete Containments

ACI Standard 349-06: Code Requirements for Nuclear Safety-Related
Concrete Structures

CASE STUDIES

SECTION D - Packaging and Marking

NRCD020 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of OCHCO, under Contract/order number NRC-HQ-84-14-C-0002.

NRCD010 PACKAGING AND MARKING

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

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

(c) Additional packaging and/or marking requirements are as follows: NA.

SECTION E - Inspection and Acceptance

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996) - ALTERNATE II (JUL 1985)

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in

material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required shall disclose the corrective action taken. Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, when redetermining the prices under the price redetermination clause. However, replacements or corrections by the Contractor after the establishment of the redetermined prices shall be at no increase in the redetermined price.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the initial contract prices or, if established, the redetermined contract prices or (2) terminate the contract for default. Unless the Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce the initial contract price or, if it is established, the redetermined contract prices. Failure to agree upon an equitable price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time -

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in the initial contract prices, or, if it is established, the redetermined prices of this contract, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in the initial contract prices, or, if it is established, the redetermined prices of this contract, if the Contractor fails to meet such delivery schedule; or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the initial contract prices, or, if it is established, the redetermined prices of this contract, as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and equitably reduce the initial contract prices, or, if it is established, the redetermined prices of this contract.

NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

Task 1

1. Draft Outlines - according to the Statement of work
2. Draft Materials - according to the Statement of work
3. Final Copies - according to the Statement of work

Task 2

1. Pre-Course submission
2. Post Course submission

Course Preparation Report

SECTION F - Deliveries or Performance

NRCF030C PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on 4/14/2014 and will expire on 4/13/2015. The term of this contract may be extended at the option of the Government for an additional 4 Option periods, from 4/14/2015 to 4/13/2019.

The term of this contract may be extended at the option of the Government for an additional 6 months.

Base Period: 4/14/2014 - 4/13/2015

Option Period(s):

Option 1: 4/14/2015 - 4/13/2016

Option 2: 4/14/2016 - 4/13/2017

Option 3: 4/14/2017 - 4/13/2018

Option 4: 4/18/2018 - 4/13/2019

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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

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

SECTION H - Special Contract Requirements

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

1. Michelle Wilson
2. Victoria Jennings
3. John Gajda
4. George Seegebrecht
5. Lawrence Novak
6. Matthew D'Ambrosia
7. Wayne Adaska
8. Paul Tennis
9. Anthony Bentivegna
10. Nicholas Carino
11. Claus Germann Petersen
12. Timothy Tonyan

*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

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

Name: Douglas Simpkins
Email: Douglas.Simpkins@nrc.gov
Telephone Number: 423-855-6521

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) 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.

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

NRCH470 GREEN PURCHASING (SEP 2013)

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

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

<http://www.gsa.gov/portal/content/198257>.

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

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

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

NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Previous NRC Concrete Technology and Codes course and any other materials mentioned in A.7 of the Statement of Work.

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: NA

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

SECTION I - Contract Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (SEP 2013)

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

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

(B) The date of issuance of a Government check to the

Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

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

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

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

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

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

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

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

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

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

or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services;
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) The Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) *System for Award Management (SAM).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM

database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2014) -
ALTERNATE II (NOV 2013)**

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

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

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

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

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

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

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

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)(Pub. L. 109-282)(31 U.S.C. 6101 note).

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

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) (Reserved)

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

[] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (JUN 2003) of 52.219-23.

[] (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[] (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

[] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[] (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2013) (E.O. 13126).

[] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT

2010) (29 U.S.C. 793).

☐ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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

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

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

☐ (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN

2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury.

☐ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (48) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (49) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

☐ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C.

206 and 41 U.S.C. 351, et seq.).

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

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

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

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN

2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

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

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

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

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

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

(L) 52.222-54, Employment Eligibility Verification (AUG 2013).

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

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance

with paragraph (d) of FAR clause 52.247-64.

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

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of 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 clause.
- (c) *The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.*

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond []. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE). (APR 2012) - ALTERNATE II (SEP 1996)**

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in

writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be

deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

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): *[Insert one or more Internet addresses]*

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.247-34 F.O.B. DESTINATION. (NOV 1991)

52.202-1 DEFINITIONS. (NOV 2013)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAR 2009)

52.232-1 PAYMENTS. (APR 1984)

52.232-25 PROMPT PAYMENT. (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2013)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

SECTION J - List of Documents, Exhibits and Other Attachments

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

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

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

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

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

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

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

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

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached

sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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

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

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

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

c. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require

as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

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

h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

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

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

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

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

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

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

q. Grand Totals.