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

1. REQUISITION NO.: HR-01-284 | PAGE 1 OF 32

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO. / MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
NRC-38-01-284	09-28-2001		RS-HR-01-284	May 25, 2001

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Carolyn A. Cooper	(301)415-6737	July 16, 2001

9. ISSUED BY CODE

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

10. THIS ACQUISITION IS

- [X] UNRESTRICTED
- [ ] SET ASIDE: 0 % FOR
  - [ ] SMALL BUSINESS
  - [ ] SMALL DISADV. BUSINESS
  - [ ] 8(A)

NAICS: 611430
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 days

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

13b. RATING N/A

14. METHOD OF SOLICITATION

- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Office of Human Resources
ATTN: Ms. Lillian van Santen
11545 Rockville Pike, Mail Stop T-3-D-45
Rockville MD 20852

16. ADMINISTRERED BY CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgmt.
Contract Management Branch No. 2
11545 Rockville Pike, Mail Stop T-7-I-2
Rockville MD 20852

17a. CONTRACTOR/OFFEROR CODE / FACILITY CODE

Business Management Research Associates
ATTN: Mr. John C. Lynch, President
11350 Random Hills Road
Fair Oaks Plaza, Suite 440
Fairfax VA 22030-6044

TELEPHONE NO. (703)691-0868/FAX(703)691-2731

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Attn: GOV/COM Acctng. Section T-9H4

Washington DC 20555

- [ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
  - [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	"Acquisition Training for Project Managers"				

25. ACCOUNTING AND APPROPRIATION DATA

1-8415-512116 T8413 252A 31X0200

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

$62,050.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED October 1, 2001. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: All

30a. SIGNATURE OF OFFEROR/CONTRACTOR: John C. Lynch

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Sharon D. Stewart

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): John C. Lynch, President

30c. DATE SIGNED: 9/28/01

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Sharon D. Stewart, Contracting Officer

31c. DATE SIGNED: 9/28/01

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

33. SHIP NUMBER
- [ ] PARTIAL
- [ ] FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECIEVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

MH02025500

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE-ADM001

ADM02

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BASE YEAR	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing an Independent Government Cost Estimate. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	$ 1,668.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	$ 1,668.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	$ 1,668.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	$1,668.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	$ 1,668.00
6. Provide three (3) copies each of updated pages for the Instructor's Handbook and the Participant's Handbook for each workshop module each time a module is updated or revised. It is estimated that 11 modules will be revised at least twice in a calendar year.	[redacted]	EA	[redacted]	$19,470.00

7. Provide training materials for Participant's Handbook for one year. It is estimated 20 people will be in each workshop at least twice a year. (Half-day Acquisition for Supervisors and Managers of Project Managers Workshop).*	[redacted]	EA	[redacted]	$ 1,200.00
8. Provide training materials for Participants Handbook for the remaining 10 workshops based on a minimum of 10 and a maximum of 30 participants attending the workshop. It is estimated the workshop wil be taught twice a year.**	[redacted]	EA	[redacted]	18,000.00
9. Provide expert on PBSC to meet with NRC staff and assist in the development of PBSC SOW's. It is estimated that 20 meetings will be required, each for 8 hours duration.	[redacted]	EA	[redacted]	15,040.00

TOTAL ESTIMATED PRICE - BASE YEAR $62,050.00

OPTION YEAR ONE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing an Independent Government Cost Estimate. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	1,718.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	,718.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least twice a year.	[redacted]	EA	[redacted]	1,718.00

4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 859.00 $ 1,718.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 859.00 $ 1,718.00
6. Furnish three (3) copies each of updated pages for the Instructor's Handbook and the Participant's Handbook for each workshop module each time a module is updated or revised. It is estimated that 11 modules Will be revised at least twice in a calendar year.	[redacted]	[redacted]	$ 912.00 $20,064.00
7. Furnish training materials for Participant's Handbook for one year. It is estimated that 20 people will be in each workshop at least twice a year. (Half-day Acquisition for Supervisors and Managers of Project Managers Workshop.	[redacted]	[redacted]	$ 31.00 $ 1,240.00
8. Furnish training materials for Participants Handbook for the remaining 10 workshops based on a minimum of 10 and a maximum of 30 participants attending the work-shop. It is estimated that the workshop will be taught twice a year.	[redacted]		$ 31.00 $18,600.00

TOTAL ESTIMATED PRICE - OPTION YEAR ONE $48,494.00

OPTION YEAR TWO	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing an Independent Government Cost Estimate. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 885.00	$ 1,770.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 885.00	$ 1,770.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 885.00	$ 1,770.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 885.00	$ 1,770.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 885.00	$ 1,770.00
6. Furnish three (3) copies each of updated pages for the Instructor's Handbook and the Participant's Handbook for each workshop module each time a module is updated or revised. It is estimated that 11 modules will be revised at least twice in a calendar year.	[redacted]	[redacted]	$ 939.00	$20,658.00

7. Furnish training materials for Participant's Handbook for one year. It is estimated that 20 people will be in each workshop at least twice a year. (Half-day Acquisition for Supervisors and Managers of Project Managers Workshop.	[redacted]	[redacted]	$ 32.00	$ 1,280.00
8. Furnish training materials for Participants Handbook for the remaining 10 workshops based on a minimum of 10 and a maximum of 30 participants attending the workshop. It is estimated that the workshop will be taught twice a year.	[redacted]	[redacted]	$ 32.00	$19,200.00

TOTAL ESTIMATED PRICE - OPTION YEAR TWO $49,988.00

OPTION YEAR THREE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing an Independent Government Cost Estimate. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 912.00	$ 1,824.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 912.00	$ 1,824.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 912.00	$ 1,824.00

4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 912.00	$ 1,824.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least twice a year.	[redacted]	[redacted]	$ 912.00	$ 1,824.00
6. Furnish three (3) copies each of updated pages for the Instructor's Handbook and the Participant's Handbook for each workshop module each time a module is updated or revised. It is estimated that 11 modules Will be revised at least twice in a calendar year.	[redacted]	[redacted]	$ 966.00	$21,252.00
7. Furnish training materials for Participant's Handbook for one year. It is estimated that 20 people will be in each workshop at least twice a year. (Half-day Acquisition for Supervisors and Managers of Project Managers Workshop.	[redacted]	[redacted]	$ 33.00	$ 1,320.00
8. Furnish training materials for Participants Handbook for the remaining 10 workshops based on a minimum of 10 and a maximum of 30 participants attending the work-shop. It is estimated that the workshop will be taught twice a year.	[redacted]	[redacted]	$ 33.00	$19,800.00

TOTAL ESTIMATED PRICE - OPTION YEAR THREE $51,492.00

OPTION YEAR FOUR

	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing an Independent Government Cost Estimate. It is estimated that the workshop will be taught at least twice a year.	[redacted]		$ 939.00	$ 1,878.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the workshop will be taught at least twice a year.	[redacted]		$ 939.00	$ 1,878.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least twice a year.	[redacted]		$ 939.00	$ 1,878.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least twice a year.	[redacted]		$ 939.00	$ 1,878.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least twice a year.	[redacted]		$ 939.00	$ 1,878.00
6. Furnish three (3) copies each of updated pages for the Instructor's Handbook and the Participant's Handbook for each workshop module each time a module is updated or revised. It is estimated that 11 modules Will be revised at least twice in a calendar year.	[redacted]		$ 996.00	$21,912.00

7. Furnish training materials for Participant's Handbook for one year. It is estimated that 20 people will be in each workshop at least twice a year. (Half-day Acquisition for Supervisors and Managers of Project Managers Workshop.	[redacted]	$ 34.00	$ 1,360.00
8. Furnish training materials for Participants Handbook for the remaining 10 workshops based on a minimum of 10 participants attending the workshop. It is estimated that the workshop will be taught twice a year.	[redacted]	$ 34.00	$20,400.00

TOTAL ESTIMATED PRICE - OPTION YEAR FOUR $53,062.00

GRAND TOTAL BASE YEAR AND OPTION YEARS $265,086.00

B.1 BACKGROUND

During the past four years, the Nuclear Regulatory Commission (NRC) provided an acquisition training program consisting of eleven workshops to NRC acquisition Project Managers (PM's) and their managers. The acquisition training program consisted of six half-day and five full-day sessions. NRC used contractor support to design and develop the workshop materials, maintain the currency of the materials, and provide Participant Handbooks (PH) and an Instructor's Guide (IG) for each of the eleven workshops. Five of the workshops were required for certification of PM's. NRC's Division of Contracts and Property Management (DCPM) staff members taught six of the eleven workshops and an outside contractor's instructors taught the other five workshops.

B.2 CONTRACT OBJECTIVE

The NRC desires to continue this training and is now seeking a contractor who is technically capable of performing the services described herein and to provide qualified instructors, who have demonstrated experience in presenting acquisition training to Federal Government PM's. In this endeavor, the contractor must be able to support, update, and maintain the accuracy and currency of the workshop materials and furnish participant materials for all of the eleven workshops. The contractor shall provide the training materials based on an assumption that the eleven acquisition workshops will be offered at least two times during a fiscal year to at least 10 participants per session up to a maximum of thirty students. The training materials furnished by the contractor shall be identical to NRC's current workshop materials.

The contractor will be required to instruct five of the workshops. The five workshops to be taught by the contractor's instructor(s) are:

- Developing an Independent Government Cost Estimate - half day
- Developing Proposal Evaluation Factors - half day
- Negotiation of Project Terms and Conditions - full day
- Contract Administration - full day
- Preparing Statements of Work - full day

A. The first objective of the contract is to obtain the services of highly qualified instructor(s) with excellent platform skills that will enable the instructor(s) to:

(1) Instruct five workshops of an eleven-part acquisition training program for PM's. The instructors shall be fully cognizant of the nuances of the acquisition process as practiced by the NRC;

(2) Impart knowledge to NRC's Project Managers attending the workshops in such a way so that maximum learning takes place and that participants, upon completion of the workshop, are able to articulate in a clear and precise manner their role and the role of others in acquiring the goods and services NRC needs to meet its mission; and

(3) Reflect the NRC acquisition environment, its policies, procedures and processes, and highlight the principles embodied in the highest standards for effective and efficient program management.

B. The second objective of the contract is to obtain contractor support to:

(1) Provide workshop materials for the eleven acquisition workshops, including an IG and PH for each of the workshops;

(2) Update and maintain the IG and PH for each of the workshop in an accurate and current state, either from the contractor's own knowledge of changes in procurement laws, regulations, rules or through requests from NRC's PM on NRC's policy changes, as provided through NRC's DCPM.

(3) Each time the materials are updated, 3 copies of the updated pages will be provided to the NRC Project Officer (PO), along with an updated disk for both the IG and the PH.

(4) Provide an expert in Performance Based Service Contracting (PBSC) to assist the NRC staff with the development of PBSC Statements of Work (SOW).

C. To attain the second objective, the contractor shall:

(1) Use the current NRC workshop materials as an example for the eleven stand-alone training modules;

(2) Use the current slides "as is" and print updated slides on blue vugraph or other transparency paper;

(3) Ensure that workshop materials include practical exercises to illustrate concepts taught;

(4) Ensure that the hands-on orientation of the acquisition process addresses the application of established NRC's standards of contracting for both DOE laboratory agreements and commercial contracts;

(5) Ensure that the workshop materials provided by the contractor reflect NRC's current acquisition policies, processes, and procedures. (This will be accomplished by periodic telephone discussions with DCPM subject matter experts); and

(6) Ensure that the expert in PBSC is available to provide hands-on assistance to NRC contracting and program personnel on an as- needed basis during the development of PBSC SOW's.

B.3 DEFINITIONS

Throughout this statement of work, the following words and terms are used as defined in this subpart unless (a) the context in which they are used clearly requires a different meaning or (b) a different definition is prescribed for a particular part or portion:

(A) Half-day training means a four-hour training session.

(B) Full-day training means an seven-hour training session.

(C) Project Manager is the common title for an NRC employee who monitors the work accomplished by others either through contracts, interagency agreements, or DOE laboratory agreements.

B.4 SCOPE OF WORK

The contractor shall provide qualified instructor(s), with knowledge of the acquisition process and experience in teaching acquisition workshops to Federal Government employees. The instructors shall possess excellent platform skills and be able to teach each of the five workshops, discussed below, at least two times during a fiscal year.

The contractor shall furnish all training materials (which includes the PH's and IG) for each of the workshops. Once the NRC PO establishes the course dates for a calendar year, which is mutually agreed upon among the DCPM instructors, the contractor, and the Human Resources Division, the NRC PO will send a copy of that schedule to the contractor. At least ten calendar days prior to each workshop session, the contractor shall contact the PO to obtain the number of participants for a particular workshop. The number of workshop materials specified by the NRC PO, shall be furnished to the NRC PO, at least five working days prior to the scheduled class date.

The contractor's instructor(s) shall make every effort to achieve the learning objectives of the workshops being taught. Upon completion of the workshops, as a minimum, Acquisition Project Managers shall be able to use the contract processes and procedures to perform the following:

(a) Acquire commercial goods and services
(b) Place orders with the DOE
(c) Evaluate proposals and negotiate reasonable costs
(d) Write clear and concise statements of work
(e) Modify contracts
(f) Describe the specific steps for effective technical and cost monitoring o contracts and DOE Lab agreements
(g) Use basic procurement methods
(h) Prepare an Independent Government Cost Estimate.

The instructor(s) shall present the following five workshops:

1. Acquisition Workshop 2 - Developing an Independent Government Cost Estimate. This half-day module workshop is currently organized under the following topics:

- Introduction (including thresholds requiring development of an IGCE)
- Underlying assumptions regarding labor (level of effort, technical skills, and skill mix) required for performing the contract
- The process for preparing an IGCE
- Estimating the number of hours required for each labor category
- Direct labor and indirect labor rates
- Application of direct labor and indirect labor rates o direct labor hours
- Estimating materials, services, and Information Technology.
- Technology support
- Estimating travel costs
- Estimating the amount of subcontracting (including consultants)
- Estimating other direct costs
- Estimating general and administrative (G&A) costs
- Determining the commercial contractor's fee or profit, or the DOE added factor

Upon completion of this half-day workshop, Project Managers should know what information is needed in order to prepare an IGCE.

2. Acquisition Workshop 3 - Developing Proposal Evaluation Factors. This half-day currently covers the following topics:

- Elements of the Award Decision Process
- Purpose of Proposal Evaluation Factors
- Function of Proposal Evaluation Factors
- Proposal Evaluation Planning
- Selecting and Developing Evaluation Factors
- Desirable Characteristics of Evaluation Factors
- Criteria for Choosing Evaluation factors
- Required Evaluation Factors
- Evaluation Factors for Complex Procurement
- Weighting Evaluation Factors
- Describing Evaluation Factors and their Relative Importance in the RFP
- Cost Considerations
- IGCE Factors
- Contract Types
- Cost Considerations in Fixed Price Contracts
- Cost Considerations in Cost Reimbursement Contracts
- Cost Comparisons
- Best Value Continuum
- Summary of Process for Developing Evaluation Factors

Upon completion of this half-day workshop, participants shall be able to more clearly understand the relationship between the PBSC SOW and technical evaluation factors and how the PBSC SOW and technical evaluation factors influence the source selection decision.

3. Acquisition Workshop 5 - Negotiation of Terms and Conditions. This full-day workshop covers procedures and techniques to successfully negotiate technical approach, project costs, terms and conditions. The following topics are currently covered under this module:

- Establishing the Government's negotiation position
- Reviewing the statement of work, independent government cost estimate, and proposal notes
- Developing the Competitive Range Recommendation Report and technical/cost questions for negotiation discussions
- Presenting technical/cost questions to commercial offerors and DOE National Laboratories
- Determining if responses to questions indicates an understanding of the PBSC SOW and includes a viable contractor approach
- Pursuing lines of inquiry with follow-up questions when necessary to arrive at a meeting of the minds' regarding project costs, terms and conditions
- Documenting the agreement in a Summary of Negotiations statement

Upon completion of the workshop, participants should, at a minimum, be able to develop a supportable agency negotiation position and apply negotiation techniques to assess the offeror's/DOE Laboratory's understanding of the project's statement of work.

4. Workshop 6 - Contract Administration. This full day workshop is organized into eight sections with supporting subsections. Topics in this workshop currently are:

- Introduction to Contract Administration
- Post-award kickoff meeting
- Monitoring performance
- Spending controls
- Modifying contracts and agreements
- Common project problems
- Dealing with problems
- Documentation

Upon completion of this full-day workshop, participants shall be able to clearly understand proven contract monitoring techniques and how to:

- Track project costs against the spending plan
- Remedy performance based problems
- Modify or terminate a contract/agreement
- Properly approve/disapprove vouchers

5. Workshop 10 - Preparing Statements of Work. In this one-day workshop, the inst address the:

- Contents of an acceptable Performance-Based Service Contract (PBSC) Statement of Work (PBSC SOW), and
- The stages and general principles involved in writing a PBSC SOW, including the proper PBSC SOW language.

A significant part of the day will be devoted to participants writing and reviewing Statements of Work as a means of improving skills, and obtaining first-hand knowledge in writing clear and complete PBSC SOWs. Through practical exercises, participants will evaluate and write a PBSC SOW to gain an understanding of the importance to the contracting process of a well written scope of work.

Upon completion of this workshop, the participant shall be able to:

- Describe the essential characteristics of a PBSC SOW;
- Describe the different stages of writing a PBSC SOW;
- Recognize how a poorly-written PBSC SOW can have an adverse effect on competition and lead to contract administration problems, such as late or unacceptable deliverables; and
- Identify and prepare proper PBSC SOW language.

B.5 WORKSHOP MATERIALS

The training materials consist of a PH and an IG for each of the following stand-alone workshops:

(1) Acquisition for Project Managers - Overview - Full day*
(2) Developing an Independent Government Cost Estimate - Half day
(3) Developing Proposal Evaluation Criteria - Half day
(4) Source Evaluation Panel Procedures - Full day
(5) Negotiation of Project Terms and Conditions - Full day
(6) Contract Administration - Full day
(7) Property Management - Half day
(8) Closing Out the Contract - Half day
(9) Organizational Conflict of Interest - Half day
(10) Preparing Statements of Work - Full day
(11) Acquisition for Supervisors and Managers - Half day*

A. The contractor shall update and maintain the workshop modules in an accurate and current state. The contractor shall replicate all workshop materials as shown in each of the workshop modules, using PowerPoint software, unless otherwise instructed. Upon award, the NRC will provide the contractor with the following items:

(1) A disk for each of the eleven workshops to use for replicating the IG and the PH. Each time the contractor updates any workshop materials, the contractor shall date the Table of Contents page for both the IG and the PH (example: Rev: 021899), and provide three copies of each of the pages updated plus three copies of the disk to the NRC PO.

(2) The IG and the PH for each workshop module shall be identical in design and format as the current issue of the training materials. The contractor shall replicate all workshop materials exactly as shown in each of the workshop modules unless otherwise instructed by the NRC PO.

(3) The IG and the PH shall be assembled in a white three-ring binder with cover and spine artwork. The title of each workshop shall be printed with white letters on dark blue paper and the NRC logo and IG/PH shall be printed in blue lettering on a white background as illustrated by the sample provided with this PBSC SOW.

(4) The Contractor shall update the text for the Acquisition for Project Managers - Overview, Contract Administration, Preparing Statements of Work, and Acquisition for Supervisors and Managers workshops to include a discussion of the principals of Performance-Based Service Contracting.

B. The Contractor shall provide the NRC PO three copies of the updated material for the IG for each workshop. The IG currently consists of the following:

(1) A binder spinal and front cover for both IG and PH;

(2) A specific objective for the particular workshop, setting forth the outcome expected from each workshop;

(3) A table of contents for each workshop. The IG shall have correlating PH page numbers;

(4) A daily schedule for each workshop ;

(5) A step-by-step approach to the method of instruction, including the time devoted to each topic;

(6) Miniaturized versions of all slides used by the instructor with appropriate text providing and explanation of the slide to be discussed;

(7) Three-holed punched slides of all vugraphs to be used inserted into the IG after the text under tab entitled "Slides";

(8) Slides printed on blue vugraph or other transparency paper;

(9) Date of update on Table Contents page lower left side of page;

(10) Set of applicable tabs for each module;

(11) Materials developed using PowerPoint;

(12) Appropriate reference materials, i.e., applicable sections of the Federal Acquisition Regulation, NRC Management Directives 11.1 and 11.7, Department of Energy Laboratory agreements;

(13) Interactive student exercises on all "how to" modules; and

(14) Three new disks each time workshop(s) is (are) updated, plus updated replacement pages.

C. The Contractor shall provide the NRC PO three copies of updated material for the PH. The PH currently consists of the following:

(1) Goals - Purpose of the training;

(2) Learning objectives;

(3) The actual course materials with Tables of Contents and Topic tabs;

(4) Miniaturized versions of all slides used by the instructor with appropriate text provided explaining the slide to be discussed with space provided for note taking;

(5) Materials developed using PowerPoint; and

(6) Three new disks each time workshop(s) is (are) updated, plus updated replacement pages.

The IG and the PH shall correspond with each other so that the instructor will be able to point out to the class participants the topic under discussion and the page number in the PH.

The NRC PO will establish mutually agreed upon workshop dates between the contractor and DCPM, and notify the contractor as soon as possible once the schedule has been established. The contractor, upon receiving the workshop schedule, shall establish procedures to ensure that the materials for a particular workshop are furnished to NRC, at least five working days prior to the date of the scheduled workshop. The NRC PO will review the workshop materials for

quality, accuracy, and completeness and correct assembly and collation, as well as the number of copies ordered versus the number of copies received. Should any errors be discovered that are caused by the contractor, such as omissions, incorrect collation, illegibility, or packaging, the NRC PO may reject the materials and the contractor shall immediately take action to correct all errors prior to the scheduled course, at no cost to the NRC.

The contractor shall update and maintain all materials in a current status pertaining to procurement law, regulations, and NRC's policies and procedural changes. Each stand-alone module shall contain material reflecting the NRC's current acquisition environment. The workshop materials shall provide for lectures, practical exercises, group discussions, and NRC-provided reference materials. The practical exercises shall convey contract principles and illustrate acquisition policy, practice, and procedures used at the NRC.

After presentation of any workshop, the instructor shall review participants' evaluations for comments and make recommendations, as appropriate, to the NRC PO and the Contractor for minor changes to improve workshop training materials.

A minimum of two months before the next offering of the workshop, the contractor shall contact the NRC PO and the DCPM subject matter expert to determine if any changes to the training materials are needed.

B.6 WORKSHOP INSTRUCTION

1. The contractor shall provide qualified instructor personnel to teach the f individual training workshops listed in this PBSC SOW. Although NRC internal instructors will conduct the other six workshops of the acquisition training program, the contractor's instructors shall have a basic understanding of how the other six workshops fit into the Acquisition Training Program, as a whole. The Contractor's instructor(s) shall also be knowledgeable with regard to the concepts and processes of NRC Management Directives 11.1 and 11.7. The contractor shall provide its instructor(s) with an IG for teaching purposes. The instructor shall discuss the objectives of each workshop presented and check throughout the workshop to ensure that the stated learning objectives for each workshop are properly addressed.

2. The contractor's instructor personnel shall possess a thorough knowledge and understanding of the workshop materials, as well as have knowledge in both Federal and NRC contracting regulations and DOE Laboratory agreements. Instructor personnel shall also be able to apply NRC contracting policies and procedures regarding both commercial contracts and DOE laboratory agreements. NRC will provide samples of applicable solicitations and contracts to be used in classroom discussions, case studies, and practical exercises. The contractor's instructor personnel shall utilize their professional knowledge in evaluating and enhancing learning through motivation, impromptu examples, and group dynamic techniques. Lectures, audiovisuals (excluding films), class discussions, case studies, and practical exercises shall be used for effective learning. All resources used shall be oriented toward the NRC. The instructor shall focus heavily on participant involvement in the topics discussed. This emphasis shall include hands-on learning activities, such as case studies and practical exercises, and interaction between participants and the instructor to clarify points and reinforce learning objectives.

3. NRC will furnish, and the contractor shall utilize, NRC expert personnel t further amplify certain topics, and/or answer questions that may arise regarding NRC procedures, practices, and policy related to the procurement process.

4. Upon the effective date of this contract, and on an annual basis thereaft the contractor shall work with the NRC PO to develop a training schedule for each of the courses for the upcoming year. Upon mutual agreement of the upcoming year's training schedule, the NRC PO will provide the written schedule to the NRC PO. This procedure is necessary in order to assure instructor and training room availability. The written year-long schedule provided by the NRC PO to the contractor shall serve as the written delivery order for the training to be offered. The NRC PO will inform the contractor ten days prior to the workshop offering, the number of participants enrolled for the workshop.

5. The maximum number of participants in any training workshop will be 30 employees. Although the minimum number of employees for each course is generally 10 employees, the NRC PO may, at his/her discretion, schedule a workshop for less than 10 employees. The NRC PO will be responsible for soliciting, nominating, and enrolling NRC employees as workshop participants. (Although a workshop participant may have been responsible for all or part of a project involving DOE labs, interagency agreements, or a commercial contract, the participants generally have not attended an acquisition course within the last five years. Nevertheless, the participants' experience does not substitute for knowledge of the contract regulations stated in the FAR or NRC's policy.)

6. All workshops will be conducted in the NRC's training facility located in Rockville, Maryland and shall be presented in accordance with the requirements set forth herein.

7. The one-day workshops shall commence promptly at 8:30 a.m. and conclude at 4:30 p.m., allowing one hour for lunch and 10-minute breaks each hour on the hour. One-half day workshops shall commence promptly at 8:30 a.m. and conclude at 12:30 a.m., allowing for 10-minute breaks each hour on the hour.

8. The contractor shall arrive in sufficient time prior to start of each clas set-up the training room, arrange the furniture as necessary, lay out participant materials and instructor's aids, and set-up equipment, such as connecting contractor-laptop.

9. The contractor's instructor(s) shall account for participant attendance by ensuring the completion of NRC sign-in sheet. In addition, the instructor(s) shall place a check beside the participant's name on the sign-in sheet twice a day during each morning and each afternoon of the one-day class. The instructor shall deliver the sign-in sheet to the NRC PO at the end of the day of workshop completion.

10. Immediately following each session of each class, the instructor shall leave the training room neat, with trash (including used flip chart sheets) stowed in the trash cans. Any extra student materials shall be neatly stacked on the counter under the clock for the NRC PO to store in NRC's storage space. The NRC PO will determine the location of temporary storage for unused workshop materials.

11. The contractor's instructor(s) shall distribute any hand-out materials at any workshop that may be provided to the instructor(s) by the NRC PO.

12. At the end of each workshop, the instructors shall remind each participan to complete the NRC prepared evaluation form located in the front pocket

of the participant's handbook and ask that it be completed and left on the instructor's table. The evaluations shall be delivered to the NRC PO by the instructor at the end of the class. The NRC PO is responsible for sending copies of the evaluations to the contractor within five working days after workshop completion.

13. Within fifteen working days after completion of the workshop module, the contractor shall submit to the NRC PO any comments its instructor(s) considers relevant to the improvement of the content of the workshop taught or any other suggestions for improving classroom performance of participants that would help the participants perform better back on the job. If necessary, the contractor may meet with the NRC PO to discuss these recommendations. (The NRC PO will make the decision whether a meeting is necessary.) The meeting shall be mutually scheduled between the NRC PO and the contractor and shall be held in the NRC facility in Rockville, Maryland.

14. In addition, the contractor is responsible for ensuring that its instructor is aware of any changes made since the last time the workshop was given. Specifically, the following four requirements are crucial to this responsibility:

(a) The contractor instructor personnel shall be thoroughly familiar with each of the acquisition Guides and Handbooks and any revisions made since the last offering of the workshop. He or she shall also be aware of the other workshop modules in order to speak intelligently about the Acquisition Training Program as whole, should questions arise as to the connection between the workshop being taught and any of the other workshops in the program. The instructor shall also be knowledgeable with regard to concepts and processes from NRC Management Directives 11.1 and 11.7. The instructor shall use and follow the IG for each of the workshops taught. The instructor shall discuss the objectives of each workshop presented and check throughout the workshop to ensure that the stated learning objectives for each workshop are met.

(b) The workshop materials are contractor-provided and will be located in the training room where the workshop is held.

(c) Throughout the period of performance of this contract, the NRC PO may require the contractor, who will be responsible for maintaining and updating the training materials, to incorporate minor changes into the course materials before the next workshop is given. It shall be the responsibility of the contractor to be aware of these changes and to stress to its instructor(s) the importance of their knowledge of these changes and to present them in the workshops they teach.

NOTE: NRC reserves the right to cancel a workshop no less than 10 working days of a scheduled offering if insufficient enrollment should occur.

B.7 STUDENT TESTING

A. Knowledge and proficiency testing shall be a required element of evaluating the student's progress in the training module in which they are being instructed. Testing shall be administered periodically by the

Contractor to determine the student's progress in training, to identify areas of weakness where supplemental or remedial training may be needed, and to quantify the student's then-current level of knowledge and proficiency. Initial testing will be used to quantify the student's baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.

B. All testing shall be performed using standardized objective tests (i.e., true/false or multiple choice) which have been approved in advance by the NRC PO. All tests shall assess the students knowledge of the NRC's acquisition process and shall be designed to determine if the learning objectives has been met. The Contractor shall allow no more than 30 minutes for each test (pre and post) to be completed by the students.

C. The Contractor shall develop draft pre- and post-tests which address the principals, policies and procedures covered in the five course modules that are taught by the Contractor only. The Contractor shall provide the draft tests to the NRC PO for review and comment within 15 days after the effective date of the contract. The NRC PO will review and provide comments to the Contractor within one week of receipt. The contractor shall revise the draft tests incorporating the PO's comments and provide the final tests to the PO within one week of receipt of comments.

D. The contractor shall record testing results, analyze results and prepare a report which shall document the results of the analysis and the student's progress. To ensure the validity of test results, the Contractor shall rearrange the order of the questions for each test. (Note: The Contractor is not required to develop new test questions for each test.)

E. The Contractor shall update pre- and post-tests to reflect significant changes that have been made to the course materials.

B.8 PBSC SUPPORT SERVICES

A. The Contractor shall have an expert on Performance-Based Service Contracting (PBSC) available, on an as needed basis, to meet with NRC staff (typically Contract Specialists and Project Managers for the proposed work) in order provide hands-on assistance in developing PBSC statements of work (PBSC SOW). It is anticipated that approximately twenty (20) PBSC SOW meetings will be required, each for eight hours duration, and that the heaviest demand will be in the first four months of the contract term and between the months of July through October, 2002. The contractor shall review draft PBSC SOWs submitted by the Contract Specialists in preparation for advising and assisting them in the process of writing the PBSC SOW at NRC Headquarters.

B. The Contractor shall develop a draft guidebook which contains no less than ten (10) PBSC SOW's and questions and answers resulting from the hands-on meetings. The Contractor shall submit the draft guidebook to the NRC PO for review and comment by NRC staff. Within two weeks of receipt of NRC comments, the Contractor shall revise the guidebook incorporating the NRC's comments. On or before November 30, 2001, the Contractor shall provide the final guidebook to the NRC PO. The approved final guidebook shall be incorporated into the "Preparing Statements of Work" module.

B.9 MONITORING THE CONTRACT

During the life of the contract, the NRC PO shall monitor the workshops training to observe the quality of instruction and to assure that materials used are adequate, current, and meet NRC's acquisition training requirements. As a minimum, the quality of the instruction will be evaluated on the instructor's ability to:

A. Maintain control of the learning time so that the presentation of information and exercises remain organized and timely, key points and course objectives are met, breaks are provided within the overall course schedule; and distractions, such as questions that are of minimal interest to the class as a whole, are answered later and/or individually.

B. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way, change the manner of instruction to help correct problems and improve the participants' opportunity to learn.

C. Involve the participants in sufficient and practical exercises with the subject matter, to reinforce the understanding and retention of information.

D. Improve course materials and note errors, omissions or other problems that may occur during the presentation of the workshops.

B.10 DELIVERABLES

The contractor shall provide qualified instructors to teach five of the eleven workshops as stated in this PBSC SOW and deliver the specified number of participant handbooks for each of the workshops at least five working days prior to the beginning of the workshop session. The contractor is also responsible for providing three copies of all updated and revised pages of the eleven workshops to NRC PO. Materials shall be addressed to:

U.S. Nuclear Regulatory Commission
Attention: Mary Holmes
Professional Development Center
11545 Rockville Pike, Mail Stop T-3 B3
Rockville, MD 20852-2738

Incoming workshop materials from the contractor shall have the title of the workshop, date of presentation of workshop, and the NRC PO's name noted on the outside of the box. This information should be clearly written in bold lettering.

B.11 FREQUENCY OF TASKS TO BE PERFORMED

A. Instruction for each of the eleven workshops shall be presented a minimum of twice a year. The contractor's instructor shall teach five of the eleven workshops. (This will require costs being given for the instructor's cost and the materials cost.) For planning purposes, offerors should submit a unit price per workshop, should it be necessary for NRC to offer more or less than two sessions of any one workshop during any fiscal year. Each of the six workshops taught by NRC personnel will also be given a minimum of twice a year.

B. Timely delivery of all workshop materials is important both for those work shops taught by the contractor and those taught by NRC personnel. It is estimated that the contractor will maintain the currency of all workshop materials and that before the workshop is presented, the contractor will

contact the NRC PO and the DCPM subject matter expert to ascertain if any changes are necessary before preparing the materials for the workshop to be offered. There shall also be a provision for requesting additional books for a particular session, should it be necessary.

B.12 GOVERNMENT-FURNISHED MATERIALS

Upon award, the NRC will provide the contractor with the following:

(a) One copy of the IG for each of the workshops taught by the contractor's instructors;

(b) One copy of the PH for each of the workshops taught by the contractor's instructors;

(c) A copy of NRC Management Directives 11.1 and 11.7;

(d) Current diskettes for all eleven workshops;

(e) Training facilities; and

(f) Flip charts, overhead projector, tent cards, markers, and pens.

B.13 CONTRACTOR FURNISHED EQUIPMENT

Contractor shall furnish its own laptop and slides used in teaching the workshops presented by contractor's instructors.

B.14 CONTRACTOR QUALITY CONTROL

A. The contractor shall establish and maintain a complete Quality Control Program (QCP). The contractor performed inspections are independent of those performed by the Government. The contractor shall perform his inspections prior to submittal of deliveries to the Government for acceptance. The contractor shall designate a person who is responsible for the implementation of the QCP.

B. The Contractor shall provide a copy of its QCP to the NRC PO for review and approval within one week after award of the contract. The Contractor shall revise its QCP incorporating the Government's comments.

B.15 PROJECT OFFICER AUTHORITY (MAR 1987)

(a) The Contracting Officer's authorized representative hereinafter referred to as th Officer for this contract is:

Lillian van Santen
U.S. Nuclear Regulatory Commission
Office of Human Resources
11545 Rockville Pike
Mail Stop T-3-D-45
Rockville, MD 20852
Telephone: (301)415-7099

(b) The Project Officer is responsible for:

(1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

(2) Inspecting and accepting products/services provided under the contract.

(3) Reviewing all contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval disapproval, or suspension.

(c) The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

B.16 KEY PERSONNEL

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

The contractor agrees that personnel may not be removed from the contract work or replacement 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.

SECTION C - CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2001)

(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. 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. 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--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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 date on which an electronic funds transfer was made.

(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 or implied 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 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower 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, and Compliance with Laws Unique to Government Contracts 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.

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to

implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

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

[] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

[X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[X] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

[] (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (12) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[X] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[X] (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

[] (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

[] (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-3.

[] (iii) Alternate II of 52.225-3.

[] (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[X] (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

[] (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

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

[] (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2001 through September 30, 2002..

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

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

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $834.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of $62,050.00;

(2) Any order for a combination of items in excess of $62,050.00;

(3) A series of orders from the same ordering office within 30 days days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.7 52.216-21 REQUIREMENTS (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2002..

C.8 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 five years.

C.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.10 PERIOD OF PERFORMANCE

The period of performance of this contract is from October 1, 2001 through September 30, 2002. The term of this contract may be extended at the option of the Government an additional four years.

C.11 SITE ACCESS BADGE REQUIREMENT (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from Division of Facilities and Security. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately (no later than three days) delivered to the Division of Facilities and Security for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

C.12 SITE ACCESS BADGE PROCEDURES

The contractor shall ensure that all of its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract or purchase order, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within ten working days after award of the contract may a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Standard Form 176, Statement of Personal History, and two FD-258, Fingerprint Charts, at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the NRC Project Officer, who will in turn give them to the Division of Facilities and Security. Since the Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the even that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary functions without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the NRC Project Officer, who, in turn, will advise the Division of Facilities and Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Facilities and Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC's buildings.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

NUMBER	ATTACHMENT
1	Billing Instructions for Fixed-Price Contracts
2	Electronic Funds Transfer Enrollment Form
3	Performance Requirement Summary
4	Quality Assurance Surveillance Form
5	Surveillance Monitoring Form
6	NRC Form 187, "Contract Security and/or Classification Requirements