

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30				1. REQUISITION NO. HR-03-361-0001	BPA NO.
2. CONTRACT NO. NRC-38-03-361	3. AWARD/EFFECTIVE DATE 10-01-2003	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. RS-HR-03-361	8. SOLICITATION ISSUE DATE 02-13-2003
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Amy J. Siller		b. TELEPHONE NO. (No Collect Calls) (301) 415-6747	8. OFFER DUE DATE/LOCAL TIME 03-06-2003
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 2 Mail Stop T-7-I-2 Washington DC 20555		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$6M annually		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Human Resources - HRD ATTN: Ms. Lillian W. vanSanten Mail Stop T-3-D-45 Washington DC 20555		CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100
17a. CONTRACTOR/OFFEROR Nat'l Inst of Transition Planning, Inc. ATTN: Mr. Charles R. Leins, President Suite 1900 51 Monroe Street Rockville MD 20850 TELEPHONE NO. 301-340-6300 ext.24		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555	
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Definite Quantity, Indefinite Delivery Commercial Items Contract entitled, "Retirement Benefits Program Seminars," as described in the required services in Subsection B.2 and the Schedule in Attachment D.1.				

25. ACCOUNTING AND APPROPRIATION DATA B&R No.: 384-155-12-116; Job Code: T8408; BOC: 252A; Appn. No.: 31X0200; Amount Obligated: \$30,800.00				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$30,800.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input checked="" type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Charles R. Leins</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Robert B. Webber</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) CHARLES R. LEINS		30c. DATE SIGNED 9-3-03		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robert B. Webber	
AUTHORIZED FOR LOCAL REPRODUCTION		31c. DATE SIGNED 9/3/03			

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SECTION B - CONTINUATION BLOCK

B.1 STATEMENT OF WORK

B.2 BACKGROUND

For a number of years, the U.S. Nuclear Regulatory Commission has provided four (4) separate seminars on retirement planning. The four (4) seminars consist of a one-day seminar entitled: Financial Planning for New FERS Employees (for new FERS employees), a two-day Mid-Career Retirement Planning Seminar (for employees under both CSRS and FERS who are mid-way into their government career), a three-day Planning for Retirement Seminar (for NRC employees who are within ten (10) years of retirement), and a one-day Retirement Planning Review (for employees planning to retire within the next six (6) months or so). The seminars have proven helpful and enlightening to all participants in their planning for retirement and the NRC wishes to continue to provide these four (4) separate training seminars to its employees.

Furthermore, NRC intends to obtain course materials and speaker personnel to provide instruction for four (4) separate and distinct planning for retirement seminars for NRC employees to enable them to become more aware of their benefits and enable them to begin their financial planning early in their careers and thus establish a more comfortable standard of living for themselves when they retire than might otherwise be the case without a well-thought-out retirement financial planning program.

B.3 PURPOSE

The contractor shall provide NRC employees, who fall under FERS and have less than five (5) years of Federal service, with a one-day seminar to explain FERS (Federal Employees Retirement System), TSP (Thrift Savings Plan), SS (Social Security), FEGLI (Federal Employees Government Life Insurance), FLTCIP (Federal Long Term Care Insurance Program) and FEHB (Federal Employees Health Benefits). The contractor shall explain the TSP function for retirement and discuss how to move funds within TSP, and will make other suggestions for ways to maximize savings and investments.

The contractor shall provide NRC employees, who fall under CSRS, CSRS-Offset, FERS, and Trans-FERS with 10-15 years of Federal service with a two-day overview of the Federal retirement systems, retirement eligibility, annuity computations, credit for service, disability benefits, survivor benefits, FEGLI, FEHB, FLTCIP, TSP, Social Security benefits, legal aspects, tax planning, and financial planning.

The contractor shall provide a three-day seminar for NRC employees with five- to ten-years of service left until eligible for retirement. The instruction shall provide in-depth discussion of Federal retirement benefits, including the Thrift Savings Plan, Federal Employees Government Employees Life Insurance, Federal Employees Health Insurance, Medicare, Social Security, Federal Long Term Care Insurance Program voluntary contributions for CSRS employees, legal aspects of retirement, fitness and health concerns, tax planning, financial planning, and life after retirement to include discussion for embarking on a second career.

The contractor shall provide a one-day seminar for NRC employees within six (6) months of retirement on the retirement application process, Thrift Savings Plan withdrawal options, overview of survivor's benefits, health benefits and life insurance after retirement, Federal long term care insurance program, an overview of Social Security and Medicare, and a discussion of new developments affecting retirements.

The four (4) separate retirement seminar materials shall be off-the-shelf but shall contain up-to-date information pertaining to retirement benefits, financial planning, legal aspects, tax implications, and life after retirement concerns, appropriate to the seminar being presented, and shall be so maintained in a current state throughout the life of the contract at no additional cost to NRC.

B.4 TASKS TO BE ACCOMPLISHED

B.5 TASK 1 - COURSE MATERIALS

The contractor shall prepare and provide to each participant (maximum of 35 and a minimum of 3 per session) seminar materials for the seminar being offered. These materials shall consist of an agenda, a notebook, and other relevant

materials applicable to the seminar being given. Official government handouts and contractor-prepared course materials shall be approved by the NRC Project Manager prior to distribution. NRC considers the quality and quantity of the handouts and the participants' course materials to be of prime importance.

B.6 TASK 2 - COURSE INSTRUCTION

(a) The contractor speaker personnel shall present each of the following seminars the times noted during a fiscal year:

Financial Planning for New FERS Employees - one day - two times;
Mid-Career Planning for Retirement - two days - two times;
Planning for Retirement - three days - four times; and
Retirement Planning Review - one-day - four times.

(b) It is anticipated that a total of twelve (12) seminars will be given each year.

(c) The contractor shall provide an overall learning objective for the entire seminar. Thereafter, each speaker who makes a presentation, shall restate the learning objective for the objective the particular segment of the seminar that the instructor is teaching.

(d) Also, the contractor shall provide an evaluation form to each class participant (sample provided in Section D) that contains an overall rating scale of from 1 to 10 as to instructional effectiveness of the seminars.

B.7 TASK 3 - COURSE SESSION ADMINISTRATION

(a) The contractor shall deliver all seminar materials to the U.S. Nuclear Regulatory Commission, a minimum of five (5) working days prior to the start of any retirement benefits seminar (see Task 5 - Deliverables, for the mailing address).

(b) On the day the seminar session begins, the contractor personnel shall arrive a minimum of 30 minutes prior to the scheduled start of class to make sure that all training materials are on hand, that instructor aids are available, and that the instructor is familiar with the equipment and facilities used in presenting the seminar.

(c) On the first day of the seminar session, the contractor personnel shall account for participant attendance by making sure that all participants initial the class roster sheet. For seminars longer than one (1) day, it shall be the responsibility of the first speaker to make sure that this roster is delivered to the Project Manager before the end of the first day.

(d) Immediately following each seminar, the contractor personnel shall leave the training room neat, with used flip chart sheets stowed in the trash cans and any extra student materials boxed and marked for return to the contractor's office. Location for temporary storage or delivery of excess student materials shall be determined by the Project Manager.

B.8 TASK 4 - COMPLETION OF NRC SECURITY PACKAGES

The contractor shall, within 30-calendar days of the award date, have each of its speakers complete the security-form package provided by the NRC Project Manager, and return the completed security package to the Project Manager. Each speaker whose completed security package is approved by NRC's Division of Facilities and Security will need to be both finger printed and have his/her photo taken for an NRC-picture badge.

B.9 TASK 5 - DELIVERABLES

(1) It is anticipated that all seminars contemplated under this contract will be conducted in NRC's Professional Development Center in Rockville, Maryland, at times and in rooms designated by the Project Manager. Due to scarcity of training room space, the NRC must schedule training courses one (1) year in advance. Seven (7) working days after award of this contract, the contractor shall, in consultation with the Project Manager, establish a written schedule for fiscal year 2004. Thereafter, if the Government chooses to exercise an option period, within seven (7) working days after the effective date of that option period, the contractor shall, in consultation with the Project Manager, establish a written schedule for that fiscal year.

(2) The contractor shall deliver all course materials to the NRC Professional Development Center, MS-T-3-B-3, Rockville, MD 20852 - Attention: Ms. Mary Holmes. The course title and start date shall be entered clearly on the

outside of the package, also.

(3) The contractor shall name, identify, and provide resumes of all proposed knowledgeable, and qualified primary and alternate contractors personnel to be used for each topic of the seminar.

(4) The contractor shall provide a topic outline, i.e., an agenda, of benefit information for each of the four (4) seminars to be presented to NRC participants and discuss its procedures for assuring that speakers maintain current information on government benefits and other concerns or interests pertaining to retirement, whether the retirement is to take place immediately or sometime into the future. (4) The course materials shall be placed in a three-ring binder with the course title on the spine and the front covers and a binder shall be provided for each participant in a given seminar.

B.10 CONTRACTOR-FURNISHED MATERIALS

(1) It is expected that the contractor-furnished materials will be off-the-shelf and that no additional design/development work will be necessary to make them acceptable for use in putting on the seminars required under this contract. The Project Manager shall have the right to review the contractor's off-the-shelf materials for currency and appropriateness for the four (4) seminars to be given hereunder.

(2) When changes are made to the off-the-shelf materials, a new copy of the revised or updated version of the material(s) shall be furnished, without additional costs, to the Project Manager within two (2) weeks after the changes have been made allowing time for review and approval and any necessary changes to be made prior to the time the seminar is offered. The contractor shall correct any errors found in the course materials without charge to NRC. (The changes discussed here are assumed to be editorial in nature.)

B.11 GOVERNMENT-FURNISHED MATERIALS

(1) The NRC will provide the contractor with the following:

(a) The facility for teaching the course. (Training rooms are set up and ready for instruction each time seminar is given.)

(b) Roster of attendees.

(c) Flip charts, marking pens, tent cards for attendees, attendee roster, overhead projector, LCD (but not laptop) screen, VCR, and monitor, if needed.

B.12 MEETINGS AND TRAVEL

It is not anticipated that any travel, other than local, will take place under the contract nor does it appear, based on past experience, that any meetings are required. However, should NRC and the contractor mutually agree that meetings are necessary, a change to this contract will be negotiated through the Division of Contracts and the contract will be modified.

B.13 PERIOD OF PERFORMANCE

The period of performance shall commence on October 1, 2003 and shall continue for a period of one (1) year through September 30, 2004 with four (4) one-year option periods available to be exercised at the Government's discretion.

B.14 MONITORING THE CONTRACT

(1) During the lifetime of the contract, NRC personnel will monitor the training seminars to assure that the requirements of the contract are met. As a minimum, the quality of the instruction shall be evaluated based on the instructor's ability to:

(a) Maintain control of the learning time so that the presentation of information and discussion remain organized, focused, timely, key points and stated learning objectives are met, and 10- minute breaks are provided every hour within the overall seminar schedule; and discussions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually, are consistently controlled;

(b) Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way, modify the seminar to help correct problems and improve the participants opportunity to learn;

(c) Involve the participants in sufficient discussion and practice with the subject matter to reinforce the understanding

and recall of the information provided them in the seminar; and

(d) Act to improve or later correct errors or other problems that may occur during the seminar.

(2) The contractor may discuss with the NRC Project Manager, in person or by telephone, any recommendations for minor changes or modifications to the instructional materials or the teaching approach. However, no minor or major changes involving additional cost to the Government shall be made except through the NRC Contracting Officer.

B.15 ADDENDUM SCHEDULE OF SERVICES

The contractor's completed schedule for the base year, and the four (4) option periods if exercised by the Government, is attached in Section D, as Attachment D-1, and is hereby made a part of this contract.

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 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on October 1, 2003 and will expire on September 30, 2004. The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

C.4 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 delivered to the Security Office 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.5 SITE ACCESS BADGE PROCEDURES FOR NON-INFORMATION TECHNOLOGY CONTRACTS

The contractor shall ensure that all 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.

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration)

in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be 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 Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent 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 event that PERSEC/DFS 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 function 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 immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

C.6 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are 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 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.

C.7 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: Lillian W. vanSanten
Address: U.S. Nuclear Regulatory Commission
Office of Human Resources
HRD - Mail Stop T-3-D-45
Washington, DC 20555
Telephone Number: (301) 415-7099

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of

the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems

encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

C.8 ELECTRONIC PAYMENT

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

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

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

Questions concerning ACH/Vendor Express should be directed to the

Financial Operations staff at (301) 415-7520."

C.9 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):

52.217-8 OPTION TO EXTEND SERVICES NOV 1999
52.245-2 GOVERNMENT PROPERTY (FIXED PRICE JUN 2003
CONTRACTS)
ALTERNATE I (APR 1984)

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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: [Contracting Officer check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(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) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

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

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

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d) (2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(19) 52.222-37, Employment Reports on Special

Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(22) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I (MAY 2002) of 52.225-3.

(iii) Alternate II (MAY 2002) of 52.225-3.

(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(27) 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)).

(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 1984) 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, as Amended (MAY 1989) (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) (MAY 1989) (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 (February 2002) (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 PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.11 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 10 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 five (5) years.

C.12 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.13 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

D-1 Schedule - 5 Pages

D-2 Course Evaluation Form - 2 Pages

D-3 Billing Instructions for Fixed Price Contracts - 3 Pages (two sided)

D-4 ACH Vendor/Miscellaneous Payment Enrollment Form - 1 Page (two sided)

SCHEDULE

Fixed Prices - Indefinite Delivery/Firm Fixed Price Contract. The following fixed rates shall apply for payment purposes for the duration of the contract.

Services: Financial Planning For New FERS Employees Seminar, Mid-Career Retirement Planning Seminar, Planning for Retirement Seminar and Retirement Planning Review Seminar

I. BASIC CONTRACT PERIOD (FY04) October 1, 2003 - September 30, 2004

Description	Est'd Qty	Unit	Fixed Unit Rate	Estimated Total Amt
<u>FINANCIAL PLANNING FOR NEW FERS EMPLOYEES</u>				
Initial start-up meeting, course walk-through and seminar revisions	[REDACTED]	Job	\$ N/C	
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,200	\$ 2,400
<u>MID-CAREER RETIREMENT PLANNING SEMINAR</u>				
Initial start-up meeting, course walk-through and seminar revisions	[REDACTED]		\$ N/C	
Conduct a two-day off the shelf seminar for up to 35 participants	[REDACTED]		3,400	\$ 6,800
Additional Participants	[REDACTED]		\$ N/C	
<u>PLANNING FOR RETIREMENT SEMINAR</u>				
Initial start-up meeting, course walk-through and seminar revisions	[REDACTED]		\$ N/C	
Conduct a three-day off the shelf seminar for up to 35 participants	[REDACTED]		4,200	\$ 16,800
Additional Participants	[REDACTED]		\$ N/C	
<u>RETIREMENT PLANNING REVIEW SEMINAR</u>				
Initial start-up meeting, course walk-through and seminar revisions	[REDACTED]		\$ N/C	
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		1,200	\$ 4,800
ESTIMATED TOTAL AMOUNT FOR BASE PERIOD (FY 2004)			\$	30,800

OPTION PERIOD I - October 1, 2004 - September 30, 2005

Description	Est'd Qty	Unit	Fixed Unit Rate	Estimated Total Amt
<u>FINANCIAL PLANNING FOR NEW FERS EMPLOYEES</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,250	\$ 2,500
<u>MID-CAREER RETIREMENT PLANNING SEMINAR</u>				
Conduct a two-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 3,500	\$ 7,000
Additional Participants	[REDACTED]		\$ N/C	
<u>PLANNING FOR RETIREMENT SEMINAR</u>				
Conduct a three-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 4,350	\$ 17,400
Additional Participants	[REDACTED]		\$ N/C	
<u>RETIREMENT PLANNING REVIEW SEMINAR</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,250	\$ 5,000
ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD I (FY 2005)				\$ 31,900

OPTION PERIOD II - October 1, 2005 - September 30, 2006

Description	Est'd Qty	Unit	Fixed Unit Rate	Estimated Total Amt
<u>FINANCIAL PLANNING FOR NEW FERS EMPLOYEES</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,350	\$ 2,700
<u>MID-CAREER RETIREMENT PLANNING SEMINAR</u>				
Conduct a two-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 3,625	\$ 7,250
Additional Participants	[REDACTED]		\$ N/C	
<u>PLANNING FOR RETIREMENT SEMINAR</u>				
Conduct a three-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 4,500	\$ 18,000
Additional Participants	[REDACTED]		\$ N/C	
<u>RETIREMENT PLANNING REVIEW SEMINAR</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,350	\$ 5,400
ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD II (FY 2006)				\$ 33,350

OPTION PERIOD III - October 1, 2006 - September 30, 2007

Description	Est'd Qty	Unit	Fixed Unit Rate	Estimated Total Amt
<u>FINANCIAL PLANNING FOR NEW FERS EMPLOYEES</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	██████████		\$ 1,425	\$ 2,850
<u>MID-CAREER RETIREMENT PLANNING SEMINAR</u>				
Conduct a two-day off the shelf seminar for up to 35 participants	██████████		\$ 3,750	\$ 7,500
Additional Participants	██████████		\$ N/C	
<u>PLANNING FOR RETIREMENT SEMINAR</u>				
Conduct a three-day off the shelf seminar for up to 35 participants	██████████		\$ 4,700	\$ 18,800
Additional Participants	██████████		\$ N/C	
<u>RETIREMENT PLANNING REVIEW SEMINAR</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	██████████		\$ 1,425	\$ 5,700
ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD III (FY 2007)				\$ 34,850

OPTION PERIOD IV - October 1, 2007 - September 30, 2008

<u>Description</u>	<u>Est'd Qty</u>	<u>Unit</u>	<u>Fixed Unit Rate</u>	<u>Estimated Total Amt</u>
<u>FINANCIAL PLANNING FOR NEW HERS EMPLOYEES</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,500	\$ 3,000
<u>MID-CAREER RETIREMENT PLANNING SEMINAR</u>				
Conduct a two-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 3,880	\$ 7,760
Additional Participants	[REDACTED]		\$ N/C	
<u>PLANNING FOR RETIREMENT SEMINAR</u>				
Conduct a three-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 4,850	\$ 19,400
Additional Participants	[REDACTED]		\$ N/C	
<u>RETIREMENT PLANNING REVIEW SEMINAR</u>				
Conduct a one-day off the shelf seminar for up to 35 participants	[REDACTED]		\$ 1,500	\$ 6,000
ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD IV (FY 2008)				\$ 36,160
GRAND TOTAL AMOUNT FOR BASE YEAR (2004) AND FOUR OPTION PERIODS (Fiscal Years 2005, 2006, 2007, and 2008)				\$ 167,060

**OFFICE OF HUMAN RESOURCES
Participant Evaluation**

SEMINAR DATE:

SEMINAR LOCATION:

SEMINAR TITLE:

Were the stated seminar objectives met?

Completely _____ Mostly _____ Somewhat _____ Minimally _____ Not at all _____

On a scale of 1 to 10, please provide an *overall* rating for seminar/materials and instructional effectiveness

<u>Excellent</u>	<u>Very Good</u>	<u>Average</u>	<u>Below Average</u>	<u>Unsatisfactory</u>
--10-----9-----	--8-----7-----	--6-----5-----	--4-----3-----	--2-----1-----

A. PLEASE RATE THE SEMINAR/MATERIALS, USING A SCALE OF 1 TO 10, AS TO:

- | | | |
|----|---|-------|
| 1. | Accomplishment of seminar objectives | _____ |
| 2. | Coverage of subject matter | _____ |
| 3. | Organization of subject matter | _____ |
| 4. | Suitability of instructional materials | _____ |
| | <i>Overall rating for the seminar/materials</i> | _____ |

B. PLEASE RATE THE INSTRUCTOR ON THE FOLLOWING ITEMS, USING A SCALE OF 1 TO 10:

Name of Instructor

- | | | |
|----|--|-------|
| 1. | Instructor's effectiveness in presenting course | _____ |
| 2. | Instructor's ability to answer questions | _____ |
| 3. | Instructor's effectiveness in keeping discussions focused on relevant topics | _____ |
| 4. | Instructor's courtesy and tact | _____ |
| | <i>Overall rating of the instructor(s)</i> | _____ |

C. YOUR KNOWLEDGE AND SKILL LEVEL OF THE SUBJECT MATTER

1. Before taking the seminar

NONE _____ HIGH
1 _2_ _3_ _4_ _5_ _6_ _7_ _8_ _9_ _10_

2. After taking the seminar

NONE _____ HIGH
1 _2_ _3_ _4_ _5_ _6_ _7_ _8_ _9_ _10_

3. How well will you be able to use what you learned in this seminar?

Completely _____ Mostly _____ Somewhat _____ Minimally _____ Not at all _____

Attachment

D. OTHER

1. WHAT DID YOU PARTICULARLY LIKE ABOUT THE COURSE?

2. WHAT WERE THE SEMINAR'S STRENGTHS?

3. WHAT WERE THE SEMINAR'S WEAKNESSES?

4. DO ANY PARTS OF THE SEMINAR NEED IMPROVEMENT

5. ADDITIONAL COMMENTS:
