

**BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. Nuclear Regulatory Commission**

In the spirit of the Federal Acquisition Streamlining Act The U.S. Nuclear Regulatory Commission and Performance Training Resources, 7401 W 135th Street Suite 205, Overland Park, KS 66223 enter into a blanket purchase agreement effective 11/29/2004 to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-10F-0067K.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

Stephen M. Roof 11/24/04
AGENCY DATE

Jason B. Hicks 11-24-04
CONTRACTOR DATE

TEMPLATE - ADM001

SISP Review Complete

ADM002

CLIN	Description	Quantity	Unit	U/P	Amount
0001	Customization and Delivery of Course Materials NSP - not separately priced				\$NSP
First Year Pricing - award thru end of 12th month					
		Estimated			
0002	Critical Thinking Course - 2 session same week package at NRC HQ				\$124,200
0003	Critical Thinking Course - single standalone session at NRC HQ				\$7,300
0004	Critical Thinking Course - 2 session same week package at NRC Region 1				\$6,900
0005	Critical Thinking Course - single standalone session at NRC Region 1				\$3,650
0006	Critical Thinking Course - 2 session same week package at NRC Region 2				\$6,900
0007	Critical Thinking Course - single standalone session at NRC Region 2				\$3,650
0008	Critical Thinking Course - 2 session same week package at NRC Region 3				\$6,900
0009	Critical Thinking Course - single standalone session at NRC Region 3				\$3,650

0010	Critical Thinking Course – 2 session same week package at NRC Region 4	[REDACTED]	\$6,900
0011	Critical Thinking Course – single standalone session at NRC Region 4	[REDACTED]	\$3,650
0012	Critical Thinking Course – single standalone session at NRC TTC	[REDACTED]	\$3,650
Second Year Pricing - Beginning of 13 th month to end of 24 th month Estimated			
0013	Critical Thinking Course – 2 session same week package at NRC HQ	[REDACTED]	\$127,800
0014	Critical Thinking Course – single standalone session at NRC HQ	[REDACTED]	\$7,500
0015	Critical Thinking Course – 2 session same week package at NRC Region 1	[REDACTED]	\$7,100
0016	Critical Thinking Course – single standalone session at NRC Region 1	[REDACTED]	\$3,750
0017	Critical Thinking Course – 2 session same week package at NRC Region 2	[REDACTED]	\$7,100
0018	Critical Thinking Course – single standalone session at NRC Region 2	[REDACTED]	\$3,750
0019	Critical Thinking Course – 2 session same week package at NRC Region 3	[REDACTED]	\$7,100
0020	Critical Thinking Course – single	[REDACTED]	\$3,750

standalone session
at NRC Region 3

0021 Critical Thinking Course – 2 session same week package at NRC Region 4 [REDACTED] \$7,100

0022 Critical Thinking Course – single standalone session at NRC Region 4 [REDACTED] \$3,750

0023 Critical Thinking Course – single standalone session at NRC TTC [REDACTED] \$3,750

Third Year Pricing – Beginning of 25th month thru end of 36th month
Estimated

0024 Critical Thinking Course – 2 session same week package at NRC HQ [REDACTED] \$7,300

0025 Critical Thinking Course – single standalone session at NRC HQ [REDACTED] \$3,850

0026 Critical Thinking Course – 2 session same week package at NRC Region 1 [REDACTED] \$7,300

0027 Critical Thinking Course – single standalone session at NRC Region 1 [REDACTED] \$3,850

0028 Critical Thinking Course – 2 session same week package at NRC Region 2 [REDACTED] \$7,300

0029 Critical Thinking Course – single standalone session at NRC Region 2 [REDACTED] \$3,850

0030 Critical Thinking Course – 2 session same week package at NRC Region 3 [REDACTED] \$7,300

0031	Critical Thinking Course – single standalone session at NRC Region 3	[REDACTED]	\$3,850
0032	Critical Thinking Course – 2 session same week package at NRC Region 4	[REDACTED]	\$7,300
0033	Critical Thinking Course – single standalone session at NRC Region 4	[REDACTED]	\$3,850
0034	Critical Thinking Course – single standalone session at NRC TTC	[REDACTED]	\$3,850
0035	Delivery of Final Report 1 NSP – not separately priced	[REDACTED]	\$NSP
0036	Coaching and counselling services first year price	[REDACTED]	\$24,000
0037	First year estimated travel cost		\$10,200
0038	Coaching and counseling services – second year price	[REDACTED]	\$24,000
0039	Second year estimated travel cost		\$10,200

Pricing notes:

1. "Same week" refers to same workweek Monday thru Friday.
2. Cost of preparing and submitting monthly reports shall be included in unit prices of the courses. Monthly reports are only due during months when courses have been delivered.
3. All unit prices are firm, fixed prices for delivery of the item described.
4. CLINs 2 thru 39 contain estimated quantities only which are not guaranteed under this BPA. Delivery under these CLINs will be only in response to orders placed by authorized government representatives.

A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this BPA (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$487,800. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this BPA is \$30,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this BPA. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this BPA. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 APPROPRIATION AND ACCOUNTING DATA

HR-05-367 31X0200 584155C1116 T8439 252A \$30,000

C.1 STATEMENT OF WORK - CRITICAL THINKING TRAINING

C.1.1 BACKGROUND

The Nuclear Regulatory Commission (NRC) licenses and inspects reactor and non-reactor facilities to ensure compliance with applicable regulations, codes and standards and to identify conditions which may adversely affect the health and safety of workers and the public.

To support its work, the NRC is initiating a plan to enhance the training and execution of the staff's critical thinking skills. This plan will include the use of risk information, the concept of realistic conservatism, and other insights to help identify what issues are truly important, how they relate to other issues, and how they can be approached in an integrated and holistic manner. The training will challenge the staff to acquire and employ critical thinking skills in all of their activities.

C.1.2 CONTRACT OBJECTIVE

The primary objective of this contract is to supplement a high-visibility effort aimed at instilling a critical thinking paradigm at NRC which would bring about higher levels of thought to be applied on an agency-wide level, more sound and substantiated analyses and decisions, and a greater focus on organizational, versus personal, improvement. Other expected outcomes include:

- Staff will make decisions more confidently, with less hesitation
- Managers will think more broadly and better anticipate the impact of their decisions
- Clear expectations will be communicated up, down and across organizational lines, and confidence in decision-making will result
- The concurrence process will operate more efficiently, allowing the author/originator to provide "ownership" and awareness of the document through all phases
- Roles and responsibilities will be more clearly defined so that each person understands where he or she fits into the overall project or program and operates at that level
- Horizontal communication will facilitate better prioritization and decision-making
- More decisions will be made "out of the box" where employees do not have to feel constrained by strict mind-sets.

C.1.3 SCOPE OF WORK

The contractor shall furnish the personnel, instructional materials, and services to provide the training described below. The contractor shall also provide support to the NRC staff and organizations following the training to augment the training, aid in organizational message development and for coaching and counseling

as the staff and organizations perform self-assessments and move to instill organizational attributes supportive of critical thinking.

C.1.3.1

Course Description

A 2-day classroom training session for managers and staff is envisioned. It is intended that organizational units including the managers and staff attend the training together, as much as possible. Existing, commercially available, web-based self-study courses may be used as a prerequisite for attending classroom training to introduce the staff to critical thinking concepts. This would allow the classroom training to be shorter and more effective.

The classroom training should, as a minimum, address the following topics (phraseology in this case is not as important as conceptual content):

- a. Critical Thinking
 - (1) Definition
 - (2) Skills
 - (a) Interpretation
 - (b) Analysis
 - (c) Evaluation
 - (d) Inference
 - (e) Explanation
 - (f) Self-Regulation
 - (3) The Socratic Method
 - (4) CT Methodologies, for example:
 - (a) Mind Mapping
 - (b) Fishbone Diagrams
 - (c) Six Thinking Hats
 - (d) Others
- b. Critical Thinking Organizational Issues
 - (1) NRC Organizational Values
 - (2) Personal Thinking Styles
 - (3) Organizational Attributes, for example:
 - (a) Trust
 - (b) Innovation
 - (c) Flexibility
 - (d) Horizontal communication
 - (e) Others
 - (4) Conflict Resolution
 - (5) Defining and Reaching Consensus
- c. Employing Critical Thinking
 - (1) Self-assessments
 - (2) Problem-solving exercises
 - (3) Application to risk-informed decision-making
 - (4) Application to realistic conservatism

The administration of the course shall include testing to assess the critical thinking skills of attendees upon completion of the course presentation. This testing shall not be intended to measure the retention of information presented in the class, per se' (the retention of information); rather, an appropriate instrument shall be proposed by the offeror to assess critical thinking skills (the possession of the skills and/or temperament conducive to effective critical thinking). Contractor plans for meeting this requirement will be reviewed and approved during the approval process for course materials set forth in C.1.7.

C.1.3.2

Course Materials

The contractor shall prepare a student manual for use during the presentation of the course. The student manual shall include textual material as well as printed copies of view graphs, slides and other visual aids required to present the course. Learning objectives shall be included at the beginning of each section or chapter. The student manual shall also include a Table of Contents, a glossary of common terms and copies of relevant reference material.

The contractor shall provide a draft copy of the student manual to the NRC Project Officer for review and approval in accordance with the established milestone schedule. The contractor shall revise the draft student manual incorporating the NRC Project Officer's comments and provide the final student manual to the NRC Project Officer for review and approval.

The contractor shall prepare and use a formal instructor lesson plan to support course presentation.

The contractor shall provide all course materials in both paper format (hard copy) and on compact disc (CD). This will include all text in WordPerfect, all presentations in MS PowerPoint and all graphics in BMP, JPEG or GIF format. A copy of any video to be used will also be provided on VHS tape or DVD. The contractor may propose alternate formats but the decision of the Project Officer conveyed to the contractor via e-mail is final.

C.1.3.4 General Information

- a. Typical class size will be 25 participants. A maximum of 30 participants may be permitted in a course.
- b. Class hours should typically start at approximately 8:00 a.m. and end about 4:00 p.m. each day, allowing 1 hour for a lunch break. Approximately seven hours of instruction time is available per day. Breaks should be provided at a frequency of approximately ten (10) minutes following each hour of instruction.
- c. The majority of courses will be held at NRC Headquarters in Rockville, Maryland. Courses may also be held in other locations, including:
 - (1) NRC Region I office in King of Prussia, Pennsylvania
 - (2) NRC Region II office in Atlanta, Georgia
 - (3) NRC Region III office in Lisle, Illinois
 - (4) NRC Region IV office in Arlington, Texas
 - (5) NRC Technical Training Center in Chattanooga, Tennessee
- d. The NRC will provide facilities for conducting the course and basic support such as overhead projectors, paper, pens and other miscellaneous supplies. Any unique requirements may have to be provided by the contractor if they are not available from the NRC.
- e. The NRC shall be responsible for preparing course announcements and registering students.
- f. The contractor shall arrive in sufficient time prior to the start of each class to check/setup the training room, lay out course materials, prepare equipment, etc. as necessary.
- g. On the first day of each class, the contractor shall ensure required student information forms and other administrative actions are completed.

- h. At the conclusion of each course, the contractor shall collect the course and instructor evaluations and work with the NRC course coordinator to restore the classroom to its previous condition for use by subsequent instructors. The contractor shall be responsible for transporting or shipping their own support materials.

C.1.3.4 Number of Courses and Course Scheduling

- a. Approximately 110 training sessions over a 3 year period are estimated. The actual number of sessions in a given year and the scheduling and location of specific sessions will be coordinated by the NRC Project Officer. Approximately 85 sessions would be held in NRC headquarters, approximately 6 sessions in each regional office and 2 sessions at the NRC Technical Training Center.
- b. Two sessions may be scheduled in the same week at a particular location.
- c. Concurrent sessions could be held at different locations depending on instructor availability.
- d. Exact course dates will be arranged with the contractor at least sixty (60) days before each course. Courses will be formally scheduled via a delivery order form signed by both parties.
- e. Should the NRC determine no later than thirty (30) calendar days prior to the start of a course that the need is insufficient to conduct the training, the NRC may reschedule or cancel the course presentation by written notification to the contractor without obligation to the government.

C.1.3.5 Instructor Expectations

The course instructors shall be expected to:

- a. Maintain control of the learning time so that the presentation of information and the case studies remain organized and timely, key points and course objectives are met, and reasonable breaks are provided within the overall course schedule.
- b. Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually.
- c. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems and improve the participants opportunity to learn.
- d. Improve materials and correct errors or other problems that may occur during a course.
- e. Provide post-course support to the NRC staff and organizations for coaching and counseling as the staff and organizations perform self-assessments and move to instill organizational attributes supportive of critical thinking.

C.1.4 INSTRUCTOR QUALIFICATION REQUIREMENTS

The proposed contractor personnel must have experience in the development and presentation of training materials as appropriate. Experience in providing critical thinking training is required. Key personnel who will prepare the course materials and perform the on-site instruction as described above must be identified and resumes of education, training and experience provided.

C.1.5 CONTRACT MONITORING

The NRC Project Officer or an individual designated by the Project Officer may monitor courses to ensure that the quality of instruction and the materials provided are adequate, up-to-date, and meet the Agency's requirements.

C.1.6 MEETINGS AND TRAVEL

Within thirty (30) days of contract award, a meeting will be held with the NRC Project Officer, designated NRC representatives and key contractor personnel. The meeting will take place at NRC headquarters in Rockville, Maryland. The purpose of the meeting will be to discuss the Course content, course outlines, lesson objectives and material preparation. One additional meeting may be necessary to finalize course materials.

C.1.7 MILESTONES

- a. Within thirty (30) days of contract award - a meeting at NRC headquarters in Rockville, Maryland.
- b. Within thirty (30) days of the meeting specified - paper copy and electronic copy of draft student materials and instructor lesson shall be submitted to the NRC Project Officer for review.
- c. Within forty five (45) days of receipt of written comments (e-mail acceptable) from the Project Officer - paper copy and electronic copy of draft student and instructor materials shall be submitted to the NRC Project Officer for review.
- d. Within thirty (30) days of receipt of written comments (e-mail acceptable) from the Project Officer - paper copy and electronic copy of final course materials shall be submitted to the NRC project officer. The contractor shall be ready to present the first course on a mutually agreed upon date specified in a delivery order or in a modification to the contract.

C.1.8 REPORTS

The contractor shall submit a Course Presentation Report to the NRC Project Officer monthly, provided a course session has been completed during the month. The report shall contain:

- a. A cover letter report discussing course accomplishments, problems and recommendations for improvement addressing courses held during the previous month. The recommendations shall consider the student feedback provided in the student course and instructor evaluations.
- b. Original Student Information Sheets for each course

- c. Original Course Evaluation and Instructor Evaluation forms and a summary of the student evaluations and comments for each course

C.1.9 FINAL REPORT

The contractor shall furnish a final report by the end date of the contract or within thirty (30) days of the final course presentation whichever is later. One (1) copy shall be sent to the Project Officer and one (1) copy to the Contract Specialist. The report shall include as a minimum:

- a. A technical report of the work completed;
- b. Any problems or delays encountered and their solutions; and
- c. Recommendations for improvements.

The contractor shall also return to the Project Officer all government furnished materials and shall transfer to the Project Officer all materials developed by the contractor at the expense of the government. Training materials shall be provided in both electronic and paper copy.

C.1.10 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

The NRC will furnish the contractor with the following:

- a. An electronic copy of a Student Information Sheet, a Course Evaluation Form and an Instructor Evaluation Form which the contractor shall issue to each student at the beginning of each course and collect at the conclusion. Any suggested changes to the forms will be submitted to the NRC Project Officer for review and approval.
- b. Basic equipment required by the contractor to make the presentations (e.g., flipcharts, projectors (vuegraph, slide, video), etc). The NRC Project Officer shall ensure that the equipment is available at each designated training location for use by the contractor along with disposable items such as paper, pens, pencils, highlighters etc.

Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the contractor.

C.1.11 CONTRACTOR FURNISHED ITEMS

The contractor shall provide all necessary instructional materials including student texts, instructor manuals, case studies, handouts and audio-visual media for the conduct of the class. Copies of all these materials shall be provided to the NRC project officer in both electronic format and hard copy. Although it is highly desirable that all of the materials used during the training be non-proprietary, if necessary, the contractor may propose the use of proprietary materials. All materials purchased or created by the contractor at the expense of this contract (e.g., manuals, case studies, visual aids etc) or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract.

The contractor shall provide qualified instructors who are well versed in all topics to be covered, who are capable of answering in-depth questions on each topic and who will provide the required training in accordance with the contract.

The contractor shall also provide support to the NRC staff and organizations following the training to augment the training, aid in organizational message development and for coaching and counseling as the staff and organizations perform self-assessments and move to instill organizational attributes supportive of critical thinking.

The contractor shall designate an individual who will be responsible for supervising the performance of work under the contract and who will perform quality assurance in meeting the objectives and goals of the training. This designated individual is not required to be present during all training but shall be the focal point for any problems which may arise.

A.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 30, 2004 through September 29, 2007.

(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.

A.4 AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

A.5 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime

contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.6 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). 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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

A.7 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)

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. 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.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

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 GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted 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 SB/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 SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

A.8 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)

A.9 PROJECT OFFICER AUTHORITY (ALT 1) (FEB 2004)

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

Name: Mark Miller

Address: U.S. Nuclear Regulatory Commission
Technical Training Center

Telephone Number: 423-855-6507

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

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

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

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

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

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

A.10 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Jason Hicks
Eric Long
Thelma Elizalde
Suzanne Kondner
Mike Lesko
Michele Adams Proctor

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.

A.11 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

This clause only applies to the cost reimbursement CLINs for counseling and coaching support.

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that 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).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

A.12 PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.13 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

52.227-14
52.245-2

RIGHTS IN DATA--GENERAL
GOVERNMENT PROPERTY (FIXED-PRICE
CONTRACTS)

JUN 1987
MAY 2004

A.14 TERM OF BPA

This BPA commences on 12-1-2004 and will expire on 11-30-2007 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the NRC/CO. The BPA holder is required to immediately notify, in writing, the NRC/Contracting Officer if at any time prior to 09-29-2007 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the NRC Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the NRC Contracting Officer.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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