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NRC reserves the right to exercise option periods under this BPA.

#### ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS

Orders place under this BPA may be oral with written confirmation to be sent to the Contractor (via facsimile or mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

The Government is obligated only to the extent of authorized calls made under the GSA MOBIS Schedule with the terms and conditions specified herein.

The aggregate amount of calls under this order may not exceed \$47,600.00.

The Contractor shall accept orders against this BPA from a Contracting Officer or those authorized ordering officials indicated above, and the Government will be obligated only to the extent of such orders.

The NRC representatives shall provide the contractor with written confirmation of the call sheet of the work/services to be performed when placing calls against this order.

#### **DELIVERIES**:

All deliveries shall be made within the delivery schedule agree upon by the Contractor and the ordering official at the time the call is placed, within the terms and conditions specified herein.

In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the ordering official.

The Contractor shall provide the following information with delivery/call as indicated below:

- a. Name of supplier
- b. Purchase order number
- c. Date of call
- d. Name of individual who placed call
- e. Itemized list of services furnished
- f. Quantity, unit price and extension of each item, less applicable discounts
- g. Date of delivery or shipment/services performed

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In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the ordering official.

The Contractor shall provide delivery tickets with each delivery as indicated below:

- a. Name of supplier
- b. Purchase order number
- c. Date of call
- d. Name of individual who placed call
- e. Itemized list of services furnished
- f. Quantity, unit price and extension of each item, less applicable discounts
- g. Date of delivery or shipment/services performed

### PRICING AND INVOICES:

An itemized summary invoice/statement shall be submitted monthly or upon expiration of this BPA, whichever occurs first, for all calls completed during the billing period and for which payment has not been received. The summary-invoice or statement shall list the call number, purchase order number and amount due. These invoices shall be supported by copies of delivery tickets. Submit the invoice/statement in duplicate to the following address: (STATE PURCHASE ORDER NUMBER ON ALL INVOICES)

U.S. Nuclear Regulatory Commission Office of the Controller Division of Accounting and Finance, T-9H4 Washington, DC 20555

Contractor Telephone Number: 202-466-3205

BASE YEAR	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What It Is and What It Does"</li> </ol>			\$61,046.20 \$61,046.20
Furnish Course Materials for "The Regulatory Process"	SEE MARKET SERVICE	No Company	\$1,750.00
4. Furnish Course Materials for "NRC: What It Is and What It Does"		B. CON	\$1,750.00
<ol> <li>Furnish updated pages of the Instructor's and Participant's Handbooks for each course listed above (IF REQUIRED)</li> </ol>		1 ( T. 1 ( ) ( )	<u>\$0</u>
<ol> <li>Travel to NRC Headquarters for Meetings (IF REQUIRED)</li> </ol>	GIRLS SANTERS	the May	<u>\$0</u>
TOTAL AMOUNT FOR BASE YEAR			\$125,592.40
OPTION YEAR 1	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What it is and What</li> </ol>	QUANTITY	••••	
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What It Is and What It Does"</li> <li>Furnish Course Materials for "The Regulatory</li> </ol>	QUANTITY	••••	<b>AMOUNT</b> \$63,332,24
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What It Is and What It Does"</li> <li>Furnish Course Materials for "The Regulatory Process"</li> <li>Furnish Course Materials for "NRC: What It Is</li> </ol>	QUANTITY	••••	\$63,332.24 \$63,332.24
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What It Is and What It Does"</li> <li>Furnish Course Materials for "The Regulatory Process"</li> <li>Furnish Course Materials for "NRC: What It Is and What It Does"</li> <li>Furnish updated pages of the Instructor's and Participant's Handbooks for each course lister</li> </ol>	QUANTITY	••••	\$63,332,24 \$63,332,24 \$1,750.00
<ol> <li>Instructor to teach "The Regulatory Process"</li> <li>Instructor to teach "NRC: What It Is and What It Does"</li> <li>Furnish Course Materials for "The Regulatory Process"</li> <li>Furnish Course Materials for "NRC: What It Is and What It Does"</li> <li>Furnish updated pages of the Instructor's and</li> </ol>	QUANTITY	••••	\$63,332.24 \$63,332.24 \$1,750.00 \$1,750.00

<u>01</u>	PTION YEAR 2	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1. 2.	Instructor to teach "NRC: What It is and What	And the Park of th		\$65,695.88 \$65,695.88
3.	It Does" Furnish Course Materials for "The Regulatory	and the second		\$1,750.00
4.	Process" Furnish Course Materials for "NRC: What It Is and What It Does"			\$1,750.00
5.	Furnish updated pages of the Instructor's and Participant's Handbooks for each course listed			<u>\$0</u>
6.	above (IF REQUIRED) Travel to NRC Headquarters for Meetings (IF REQUIRED)	THE PROPERTY OF THE PARTY OF TH		<u>\$0</u>
	TOTAL AMOUNT FOR OPTION YEAR 2			\$134,891.76
<u>OF</u>	PTION YEAR 3	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
	Instructor to teach "The Regulatory Process" Instructor to teach "NRC: What It Is and What			
1. 2.	Instructor to teach "The Regulatory Process" Instructor to teach "NRC: What It Is and What It Does" Furnish Course Materials for "The Regulatory			AMOUNT \$68,142.04
1. 2. 3.	Instructor to teach "The Regulatory Process" Instructor to teach "NRC: What It Is and What It Does"			AMOUNT \$68,142.04 \$68,142.04
1. 2. 3.	Instructor to teach "The Regulatory Process" Instructor to teach "NRC: What It Is and What It Does" Furnish Course Materials for "The Regulatory Process" Furnish Course Materials for "NRC: What It Is			\$68,142.04 \$68,142.04 \$1,750.00

GRAND TOTAL FOR BASE AND OPTION YEARS 1-3.....\$530,432.72

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TOTAL AMOUNT FOR OPTION YEAR 3

\$139,784.08

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### THE REGULATORY PROCESS

### STATEMENT OF WORK

### **BACKGROUND**

The Nuclear Regulatory Commission (NRC) is a small, independent regulatory agency of the Federal Government. The NRC's mission is to assure that the commercial uses of nuclear facilities and materials in the U.S. are carried out with proper regard for protection of the public health and safety, common defense and security, and the environment. The NRC licenses, regulates, and inspects possession and use of nuclear power plants and nuclear materials, including the safeguarding of nuclear materials and facilities from theft and sabotage, and the disposal of nuclear wastes. The NRC accomplishes its mission through licensing, rulemaking, inspection, and enforcement. The processes followed and the decisions made are complex, involving numerous people inside and outside the NRC, and requiring adherence to diverse legal requirements.

Since 1981 the NRC has offered two distinct courses: *The Regulatory Process* and *NRC: What It Is and What It Does.* These two-day courses were designed to enhance employees' understanding of the roles they and the NRC play in assuring protection of public health and safety. This training enables employees to participate in NRC regulatory processes by explaining and providing examples of the agency's functions and by orienting participants to NRC's regulatory activities. The courses are primarily designed for new employees, but the audience may include employees with varying levels of expertise and work experience at the NRC. Since 2001 this audience has grown through recruitment and hiring of new engineers, scientists, and other technical-degreed professionals entering into the Nuclear Safety Professional Development Program (NSPDP). This program has been expanded to answer the agency's demand for attracting exceptionally qualified college graduates to career positions with NRC. These two courses form part of the core requirements for the NSPDP. Occasionally, the agency may wish to accommodate individuals from outside the agency, who require an understanding of our policies, on a space-available basis.

The success of all of these courses is heavily dependent on contractor support.

Knowledgeable contractor personnel are required to gather information that pertains to regulatory matters from subject matter experts, develop and revise training materials to ensure accuracy and currency, and conduct the training.

The subject matter for *The Regulatory Process* course has many sources. Because there is no central point of information in the NRC, the Contractor must draw on his/her own knowledge of Federal Government regulatory procedures and policies, and NRC's regulatory processes. The Contractor must also have the ability to learn new information about the NRC from diverse and changing sources. Developments that affect the subject matter of the seminar often occur within hours of a scheduled session of *The Regulatory Process*, and participants in the training may offer new information. The course instructor needs to be able to understand and incorporate this information during conduct of that session or within the training schedule. The contractor must also be able to make improvements and changes to the course by updating material to correspond with new regulations to maintain the course relevant to the way NRC does business. A review of this course was completed in FY2003 and a required task will be for the contractor to develop a new case study to be used with the course in FY2005.

Typically, the NRC has conducted two to three annual sessions of *The Regulatory Process* at the Agency's Professional Development Center, located in Rockville, Maryland. Course attendance is voluntary. The NRC schedules the courses approximately every four to six months based on a projection of the number of sessions needed.

Several documents are available for use in instructing *The Regulatory Process*. These materials offer guidelines for the course content and instruction; however, due to variations in the subject matter and experience levels of the participants, the instructor's materials do not stand alone. Successful delivery of this course depends on experienced trainers/facilitators who are knowledgeable in the subject matter to assure that objectives are met and the course is tailored to the experience level of the participants.

The Contractor will prepare and provide bound copies of the participant handbooks for the course which are then retained at the Agency's Professional Development Center and an electronic copy of the participant handbook in pdf file format for distribution via the NRC's intranet. The Contractor is required to update the bound and electronic copies of the handbooks prior to each course offering.

During the conduct of the *NRC:* What It Is and What It Does course, selected NRC guest speakers, primarily senior managers, present discussions regarding NRC's mission, safety, enforcement procedures, philosophy, organizational makeup, functions and responsibilities, principles of good regulation, performance expectations, and typical daily activities of the office. Attendance is also voluntary but highly recommended for new employees. This course is part of the core requirements for participants in the Nuclear Safety Professional Development Program.

The NRC: What It Is and What It Does course has typically been offered twice a year and it is expected that this requirement will continue. In the past two years, increased hiring for the NSPDP and other entry level positions has increased the demand for the course. Selected guest speakers from various NRC offices and the Contractor personnel make up the speakers' list. It is the Contractor's responsibility to coordinate presentation times with each of the speakers and to assemble topics of interest pertaining to each office's functions, roles, and responsibilities that would be of interest. The Nuclear Regulatory Commission speaker provides a copy of each of his/her slides or other materials to the Contractor. The Contractor prepares the slides in the latest version of PowerPoint (suitable for use with multipoint VTC equipment) and inserts a copy into each handbook prior to each course offering. The Contractor initially prepares the required participant handbooks for the course which are then retained at the Agency's Professional Development Center and an electronic copy of the handbook in pdf file format for distribution via the NRC's intranet. The Contractor is required to update the bound and electronic copies of the handbooks prior to each course offering. The Contractor is the lead and facilitator for the course.

# **PURPOSE**

To obtain the services of a qualified Contractor to provide the instructional and facilitation services for two separate two-day courses entitled *The Regulatory Process* and *NRC: What It Is and What It Does*; update and maintain course materials in a current state; and provide bound participant handbooks, an electronic participant handbook, an instructor's guide, and a facilitator/instructor for each course.

### **Contract Objectives**

 By offering The Regulatory Process course, the NRC seeks to inform its employees of how the Nuclear Regulatory Commission conducts its regulatory activities. The course describes NRC's authority and responsibility as an independent regulatory agency, focusing on legal requirements and the application of relevant statutes to licensing, rulemaking, inspection, and enforcement at the NRC.

Course Objectives: At a minimum, upon completion of the course, the participant is expected to be able to:

- Describe the NRC's place in the Federal Government and the authorities exerted by other government entities.
- Identify NRC's organizational structures in relation to its primary functions, goals, and products.
- Describe the processes for rulemaking in NRC.
- Describe statutory and court roles in NRC rulemaking.
- Describe licensing in NRC and its relationship to rulemaking.
- Describe the purposes, procedures, participants, and products of the NRC licensing processes, both currently and historically.
- Describe the NRC's inspection, evaluation and enforcement functions and their significance.
- Discuss the evaluation of NRC's processes and products in light of current and historical events, and the NRC's technical and legal responsibilities.
- 2) By offering the NRC: What It Is and What It Does course, NRC seeks to inform its employees of the function and day-to-day business of its offices and regions.

Course Objectives: As a minimum, upon completion of the NRC: What It Is and What It Does training, participants will be able to:

- Discuss the origin of the NRC and identify pivotal events in the Agency's history.
- Describe the roles and responsibilities of the Chairman and other Commissioners.
- Describe the role of the Executive Director for Operations (EDO) and the business of the EDO offices.
- Describe the organizational makeup of the NRC, the roles, functions and day-to-day business of all agency offices and regions.
- Discuss NRC's policy on inspection and enforcement.

# **SCOPE OF WORK**

#### A. Course Instruction

- (1) The Contractor shall provide qualified instructors to teach the following customized two-day courses: The Regulatory Process and NRC: What It Is and What It Does at the NRC's Rockville, Maryland training facility. Participants will include NRC managers and professional personnel, and nonNRC personnel, scheduled by the Project Officer to attend the courses. Instructors shall be knowledgeable in nuclear regulatory policies and processes, NRC's organizational structure and function, regulatory processes, administrative law, and regulation development. Instructors shall also be qualified to conduct the courses for classes up to 45 adult professional students. In practice, minimum class size is 15 participants, with an average of 30 participants.
- (2) The NRC may include selected guest speakers from its staff to present all or portions of the training. In this event, the Contractor shall coordinate points of instruction with the speakers and be prepared to fill in and present for speakers who do not appear as scheduled.
- (3) Course material shall be in accordance with the Contractor-furnished materials described in Section H, Government-Furnished Material described in Section J, and the instructor's professional knowledge in evaluating and enhancing learning through examples, current events, and group-dynamic techniques within the schedule and objectives of these courses
- (4) The NRC may include nonNRC participants in courses, with the Project Officer's approval, when the individuals require an understanding of agency regulatory processes.

### B. Maintenance of Instructor Knowledge

Instructors shall be responsible for maintaining their currency in the subject matter of this training. Instructors shall be prepared to teach the course sessions and shall recommend timely changes to the course materials, including the Instructor's Guide. To accomplish this task the Contractor shall:

- (1) Read and understand all course materials.
- (2) If necessary, meet with, and interview up to 10 NRC resource people, designated by the Project Officer.
- (3) Read and understand printed information on the NRC, such as news releases, Commissioner's speeches, and miscellaneous documents that the Project Officer will provide. Instructors shall accomplish this task prior to conducting the first training session. Thereafter, the Contractor shall contact the NRC resources by phone once a month for update information and shall read the printed information that the Project Officer provides. The Contractor shall be instructed by the Project Officer to meet with NRC staff two or three times each year as the need occurs. The Contractor shall recommend to the Project Officer timely changes to the course materials to keep each course session current and relevant. Minor changes will be made at the direction of the Project Officer. The Contractor shall not make any major modifications to the training

materials except at the direction of the Contracting Officer (see paragraph F below).

### C. Course Materials

The Contractor shall redesign, as appropriate, course materials, using PowerPoint, or other state-of-the-art software agreed upon with the Project Officer, to create up-to-date training materials. The Contractor shall reproduce and furnish bound copies of the participant's handbooks for each of the two courses described in the Contractor-Furnished Material Section (Section H), in three-ring binders, appropriately sized to the course content, and identified with the NRC logo, title, and cover art, approved by the Program Manager. The Contractor shall provide 50 copies of the participant's handbook and shall update them at the Agency's Professional Development Center prior to each course session. In addition, the Contractor shall provide an updated electronic copy of the participant's handbook for distribution on the NRC's intranet prior to each course session. The instructor shall use an Instructor's Guide in teaching each course that corresponds to the material in the participant's handbook.

The Contractor shall prepare all course slides suitable for transmittal on the multipoint VTC equipment.

# D. Course Session Administration

The Contractor shall deliver all course materials, five working days prior to the first day of training, to the designated NRC training site at the following address:

US Nuclear Regulatory Commission Attention: Ms. Mary Holmes Professional Development Center, Room T3 B5 11545 Rockville Pike Rockville, Maryland, 20852

The instructor shall arrive on the date the course begins in sufficient time to set up the training facility, arrange furniture as necessary, update the participant handbooks, lay out student materials, and prepare equipment and instructor aids. During the training session, the Contractor shall account for student attendance by assuring completion of the NRC sign-in form. That form shall be delivered to the Project Officer before the end of the first day. Immediately following each session, the Contractor shall leave the training facility neat with trash discarded in the trash cans and student materials boxed and placed on a storage shelf or counter in the room or delivered to a nearby NRC office. The Project Officer shall determine the location for storage or delivery of student materials prior to completion of each session.

# E. Evaluation Questionnaire

(1) The Contractor shall provide a course evaluation questionnaire to be completed by all students at the end of each course. A sample evaluation is provided as Attachment 2. The questionnaire shall be designed to elicit student comments regarding whether stated course objectives were met, the value of the course in terms of the participant's ability to use what was taught in the workshop to enhance work performance, and the quality of the instruction. The evaluation form shall also provide space for comments and participant

recommendations for changes to the course material. The Contractor shall furnish the proposed questionnaire for the Project Officer's approval within 30 days after award of the contract and shall incorporate any changes or revisions that the Project Officer directs. In addition, the Contractor shall incorporate any changes or revisions to the evaluation form that the Project Officer may direct for subsequent course sessions.

(2) At the end of the course session, the Contractor shall provide copies of the evaluation forms to the Project Officer. Within 15 calendar days after the completion of each course session, the Contractor shall submit to the Project Officer summaries of all student evaluations together with the Contractor's assessment of any student comments and recommendations for possible changes to the courses.

# F. Optional Requirements

The NRC reserves the right to negotiate the work identified below in the event such requirements become necessary. The NRC will notify the Contractor of its intent to exercise this option in writing and will exercise the option by means of contract modification. Any additional work shall be within the scope of the contract and shall be completed during the term of this contract.

- (1) The Contractor may be required to modify all or part of the training materials developed for the course at the direction of the NRC Project Officer. A specific contract modification will be issued for any required course modifications affecting greater than 20% of the total course material.
- (2) The NRC may request the Contractor to develop additional specialized seminars, workshops, or training courses on topics related to those in the statement of work during the period of contract performance. A specific contract modification would be issued for any additional work requested.

#### G. Course Time and Places

- (1) The NRC anticipates that the Contractor shall conduct a minimum of four courses each year under the contract (two each of *The Regulatory Process* and *NRC: What It Is and What It Does*). A unit price for additional sessions up to two additional for each course must be included by each offeror. The NRC anticipates that the Contractor will hold all courses in Rockville, Maryland, in NRC-provided facilities.
- (2) The Contractor shall conduct courses at the times and places that the Project Officer designates either in writing or by telephone. The NRC Project Officer will give notice of the times and places for the courses at the earliest possible time but not later than three weeks (calendar days) prior to the beginning of each course. Due to the heavy demand for the NRC's training rooms, the Contractor shall provide a schedule for a calendar year upon award of the contract after consultation with the NRC Project Officer, with the first two dates included as noted in (1) above, and be willing to allow additional sessions in case the courses are provided to the regions through multipoint VTC. To the extent practicable, the NRC Project Officer will consider and accommodate the Contractor's other commitments at the time of scheduling.
- (3) The NRC shall make every effort to schedule the number of courses it needs during the

life of this contract. However, no less than 16 calendar days prior to the time the NRC has scheduled a course to begin, the NRC may cancel the course without obligation to the government if the NRC determines that the enrollment is insufficient to conduct the training at a reasonable cost per participant.

### H. Contractor-Furnished Material

The Contractor shall prepare an appropriate Instructor's Guide, a participant's handbook for each of the two courses, using PowerPoint or other state-of-the-art software accessible through NRC systems, and an electronic copy of the participant's handbook in pdf format for distribution via the NRC's intranet. The NRC Project Officer shall be provided with one copy of the Instructor's Guide, one bound copy of the participant's handbook, and one electronic copy of the participant's handbook in pdf format for distribution via the NRC's intranet after being developed and thereafter each time the course materials are changed along with an updated disk or CD containing the electronic files for each course.

The NRC Project Officer will review the Contractor furnished materials for each course session for quality and accuracy. If there are any errors or omissions in the materials or problems of collation, legibility, or packaging that the Contractor has caused, the NRC Project Officer will reject the material. The Contractor shall correct all errors, prior to the beginning of each course session, at no additional cost to the government.

The Contractor shall deliver one copy of these materials to the NRC Project Officer for review 15 days prior to the first day of each course session. The Contractor shall deliver this copy to:

Delivery Address: U.S. Nuclear Regulatory Commission

Office of Human Resources

T-3 D45

11545 Rockville Pike Rockville, MD 20852

Mailing Address: U.S. Nuclear Regulatory Commission

Office of Human Resources

T-3 D45

Washington, DC 20555

If the NRC Project Officer has comments on the quality and accuracy of the materials, he/she will provide them to the Contractor no later than ten calendar days before the course session is scheduled to start.

The contractor shall prepare and provide 50 copies of the participant's handbook for each of the two courses. The handbooks will be retained at the Agency's Professional Development Center where the Contractor will update them prior to their reuse for each course offering.

# I. Meetings and Travel

The Contractor may be required to meet with the NRC Project Officer three times a year the first year of the contract (up to four hours each meeting time), or more frequently if the NRC Project Officer deems it appropriate, regarding updating or modification of instructional materials. For each of the option years, it is expected that no more than one four-hour meeting would be required. It is understood that the Contractor shall not make any changes (amounting to more than 20% of the materials and which involve additional costs to the Government) unless authorized by the Contracting Officer, pursuant to the Changes Clause of the contract.

The NRC may also require that the Contractor conduct the courses at NRC's headquarters training rooms using interactive multipoint VTC equipment so the four regional offices may participate and have the benefit of the training.

# J. Government-Furnished Equipment

Should a session of either course be provided to the regions, the NRC will furnish the multipoint VTC equipment for transmitting the training to the regions, and will set up the equipment for transmittal to multi-points, plus the training room, VCR, screens, projector, computer, monitor, participant tent cards, and pen/markers for classroom use.

# K. Quality Control

The Contractor shall assure that the quality of instruction and course materials employed fully satisfies the requirements of the Statement of Work. In performance of this contract the Contractor shall:

- A. Control the learning time so that the presentation of information remains organized, course objectives are met, breaks are provided within the overall course schedule, and discussions are relevant (e.g., questions that are of minimal interest to the class as a whole should be answered individually after the end of the class).
- B, Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples or modify the course to correct problems and enhance the students' understanding within the overall course schedule.
- C, Involve the students in sufficient practice with the subject matter to reinforce their understanding and recall of information.
- D. Correct any errors or other problems that may arise during the training session.

### L. Period of Performance

The period of performance of this award is to be October 1, 2004 through September 30, 2005, with the option to extend the period of performance three (3) additional one-year periods.

# M. Project Officer

The NRC Project Officer is James E. Morris, (301) 415-8738, jem2@nrc.gov, mail stop T3A2.