

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPANO.

1. DATE OF ORDER APR 15 2005		2. CONTRACT NO. (if any) GS10F0074R		6. SHIP TO:	
3. ORDER NO. DR-09-05-316		MODIFICATION NO.		4. REQUISITION/REFERENCE NO.	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Stephen Pool Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Office of Chief Financial Officer Attn: Susan Jones	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
NAME OF CONTRACTOR MANAGEMENT CONCEPTS INC 8230 LEESBURG PIKE SUITE 800 VIENNA VA 221822263				8. TYPE OF ORDER	
				<input type="checkbox"/> a. PURCHASE ORDER	<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER
				Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
				Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA CFO-05-316 31X0200 57N155H2358 N7150 251F \$27,009				10. REQUISITIONING OFFICE CFO	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT N/A		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE See SOW
		16. DISCOUNT TERMS net 30	
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	
a. INSPECTION dest	b. ACCEPTANCE dest	Susan Jones 301-415-6072	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The contractor shall provide the training and consulting as as set forth in the attached Statement of Work (SOW). By signing below, Management Concepts, Inc. agrees to the terms and conditions of this delivery order including the clauses incorporated herein and the attached SOW. Accepted: <i>Stephen M. Pool</i> Name <i>April 15, 2005</i> Date			See CONTINUATION Page		

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
						17(h) TOTAL (Cont. pages)
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:				17(i) GRAND TOTAL
		a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, T-7-I-2				
		b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)				
		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$27,009.00	
22. UNITED STATES OF AMERICA BY (Signature) <i>Stephen M. Pool</i>				23. NAME (Typed) Stephen M. Pool		TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER	CONTRACT NO. GS10F0074R	ORDER NO. DR-09-05-316
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Provide Assessable Unit Training course per SOW	[REDACTED]	[REDACTED]	[REDACTED]	\$8,809.00	
0002	Estimated labor for tasks 2 thru 5 per SOW	[REDACTED]	[REDACTED]	[REDACTED]	\$18,200.00	
0003	Deleted					
0004	Option for 2nd course session in FY 2006	[REDACTED]	[REDACTED]	[REDACTED]	\$8,809.00	
0005	Option for estimated labor for task 2 for FY 2006	[REDACTED]	[REDACTED]	[REDACTED]	\$3,900.00	
0006	Deleted					
0007	Option for 3rd course session in FY 2007	[REDACTED]	[REDACTED]	[REDACTED]	\$8,809.00	
0008	Option for estimated labor for task 2 for FY 2007	[REDACTED]	[REDACTED]	[REDACTED]	\$3,900.00	
0009	Deleted					
0010	Option for 4th course session in FY 2008	[REDACTED]	[REDACTED]	[REDACTED]	\$8,809.00	
0011	Option for estimated labor for task 2 in FY 2008	[REDACTED]	[REDACTED]	[REDACTED]	\$3,900.00	
0012	Deleted					
<p>Pricing notes: CLINS 1,4,7, & 10 are firm fixed price CLINs. CLINS 2, 5, 8, & 11 are labor hour type CLINs based on fixed hourly rates and estimated hours.</p>						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

Statement of Work

Title: Assessable Unit Training

Background

It is the policy of the agency to establish and maintain cost-effective management controls that reasonably ensure programs achieve their intended results; resources are used consistent with the agency mission; programs and resources are protected from fraud, waste, and mismanagement; laws and regulations are followed; and reliable and timely information is obtained, maintained, reported, and used for decision-making. One step in the management control process is to segment the agency into assessable units, on which risk assessments and control reviews can be conducted.

The Office of the Chief Financial Officer (OCFO) is responsible for coordinating agencywide management control activities, training, and technical support to assist NRC managers in establishing, assessing, and improving management controls. In addition, the OCFO prepares the annual report to the President and Congress on the status of NRC's management controls supported by the annual reasonable assurance statements submitted by all offices and regions.

Offices within the agency are required by Management Directive 4.4 to develop and assess management controls and to identify improvements and take timely corrective actions. Annually, they submit to the CFO their reasonable assurance statements.

Objective

The objective of this procurement is to contract with a qualified vendor to provide training and consulting to the NRC staff responsible for segmenting the agency into assessable units on which risk assessments and control reviews can be conducted, in accordance with OMB Circular A-123, "Management's Responsibility for Internal Control."

The goals of the training program are to teach participants to:

- segment the agency into meaningful assessable units;
- conduct risk assessments of the assessable units; and,
- understand how segmenting the agency into assessable units and conducting risk assessments relates to creating a management control plan.

Scope of Work

Task 1. Assessable Unit Training

Course Development

The contractor shall provide a one-day Assessable Unit Training course.

The course will cover, at a minimum, the following subject areas through lecture, class participation, and exercises:

A. Federal Managers' Financial Integrity Act, OMB requirements, and the annual evaluation process;

B. How to segment the agency's financial processes into assessable units; and,

C. Defining what a risk assessment is and how to conduct one.

A syllabus (course outline) and course materials should be provided to the NRC Project Officer for review and approval two weeks before the start of the course.

Course Conduct

Provide a qualified instructor to conduct Assessable Unit training for a one day course in April 2005. The instructor will become key personnel.

The course date is to be determined upon completion of the contract award.

The course will be given on-site at NRC Headquarters, 11545 Rockville Pike, Rockville, Maryland 20852.

The class size will be an estimated 15 - 20 students.

Task 2. Consultation on the Assessable Units determined by the NRC trainees

The contractor shall consult with NRC students, for 2 to 3 days, once the all students determine the assessable units in each students' work area. The consultation will include, but not be limited to, the appropriateness of the assessable units determined, as well as, the appropriateness of the agency's risk assessment and scheduling of control reviews.

The consulting will take place two weeks after the training course.

Task 3. Development of Internal Control Review Guidance

The contractor shall develop internal control review guidance in accordance with OMB Circular A-123 "Management's Responsibility for Internal Control." The guidance is to be used to standardize the internal control reviews done by the agency in the different assessable units across the agency.

The contractor shall deliver to the Government a draft written report setting forth the recommended guidance within 21 days after the course ends. The Government will review and provide comments to the contract within 2 weeks of receipt of the draft. The Contractor will make final revisions based on the Government comments and deliver a final written report to the Government within 42 calendar days after the training course ends.

Task 4. Comparison of the newly issued OMB Circular A-123 "Management's Responsibility for Internal Control" to NRC procedures.

The contractor shall compare the newly issued OMB Circular A-123 "Management's Responsibility for Internal Control" to NRC procedures, to determine changes should be implemented in both the program and financial areas.

The contractor shall deliver to the Government a draft written report setting forth the comparison within 42 days after the course ends. The Government will review and provide comments to the contract within 2 weeks of receipt of the draft. The Contractor will make final revisions based on the Government comments and deliver a final written report to the Government within 63 calendar days after the training course ends.

Task 5. Revision of NRC's Management Directive 4.4 "Management Controls."

The contractor shall provide recommendations for changes to NRC's Management Directive (MD) 4.4 "Management Controls" to comply with recently issued Federal guidance.

The contractor shall deliver to the Government a draft written report setting forth a markup edits and recommended changes for MD 4.4 within 70 days after the course ends. The Government will review and provide comments to the contract within 2 weeks of receipt of the draft. The Contractor will make final revisions based on the Government comments and deliver a final written report to the Government within 91 calendar days after the training course ends.

Required Qualifications

1. Corporate experience in developing courses of similar subject matter to this requirement.
2. Proposed instructor has at least three years of experience as an instructor in the subject matter of management controls.
3. Proposed instructor has at least three years of experience working in this field in the Federal Government or private sector.

Period of Performance

The period of performance will be from the date of award to 91 calendar days after the training course ends. This delivery order also contains options for additional courses and consulting in FYs 2006 to 2008. If exercised the period of performance will be extended an appropriate amount of time for those activities.

NRC Furnished Materials/Equipment

The NRC shall provide the contractor with the following for use under this order: Classroom for conducting training sessions. Other equipment (e.g. viewgraph can be provided with sufficient notice.

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of CLIN 1 of this contract is \$8,809. \$8,809 is obligated against this CLIN.

A.3 CONSIDERATION AND OBLIGATION--LABOR HOUR CLINS (JUN 1988)

(a) The total estimated cost (Not-to-exceed) to the Government for full performance of CLIN 2 under this contract is \$18,200.

(b) The amount obligated by the Government with respect to this CLIN is \$18,200.

A.4 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.

A.5 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)

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

Name: Susan Jones
Address: Office of Chief Financial Officer
MS T-9C4
Washington, DC 20555
Telephone Number: 301-415-6072

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) 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.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

A.7 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.8 OPTION FOR SEPARATELY PRICED LINE ITEMS (MAR 1989)

The Government may at its own election unilaterally exercise on an individual basis each separately priced option line item set forth in the schedule and extend the period of performance for an appropriate period of time to cover delivery of those items. Those optional CLINs may be exercised within the corresponding fiscal years noted in the price schedule.