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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

BASE YEAR

TASK	EST. # HOURS	HOURLY RATE	EST. TOTAL
Program Management			\$ 948.00
Project Management			\$ 8,230.00
Develop Individual Participant Materials			\$19,000.00
Coach Staff and Managers			\$50,000.00
Review OD Materials/Recommend			\$16,150.00
Conduct OD Interventions			\$50,000.00
Facilitate OD Surveys			\$40,000.00
TOTAL			\$184,328.00
OTHER DIRECT COSTS			EST. TOTAL
Assessment Instruments/Misc Supplies			\$ 7,500.00
Travel to Regions			\$25,000.00
TOTAL			\$32,500.00
TOTAL ESTIMATED PRICE - BASE YEAR			\$216,828.00

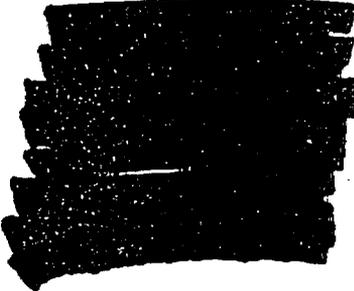
OPTION YEAR ONE

TASK	EST. # HOURS	HOURLY RATE	EST. TOTAL
Program Management			\$ 981.00
Project Management			\$ 8,518.00
Develop Individual Participant Materials			\$19,665.00
Coach Staff and Managers			\$51,750.00
Review OD Materials/Recommend			\$16,715.00
Conduct OD Interventions			\$51,750.00
Facilitate OD Surveys			\$41,400.00
TOTAL			\$190,779.00
OTHER DIRECT COSTS			EST. TOTAL
Assessment Instruments/Misc Supplies			\$ 7,725.00
Travel to Regions			\$25,750.00
TOTAL			\$33,475.00

TOTAL ESTIMATED PRICE - OPTION YEAR ONE

\$224,254.00

OPTION YEAR TWO

TASK	EST. # HOURS	HOURLY RATE	EST. TOTAL
Program Management			\$ 1,015.00
Project Management			\$ 8,816.00
Develop Individual Participant Materials			\$20,353.00
Coach Staff and Managers			\$53,562.00
Review OD Materials/Recommend			\$17,300.00
Conduct OD Interventions			\$53,562.00
Facilitate OD Surveys			\$42,850.00
TOTAL			\$197,458.00

OTHER DIRECT COSTS

EST. TOTAL

Assessment Instruments/Misc Supplies	\$ 7,957.00
Travel to Regions	\$26,523.00
TOTAL	\$34,480.00

TOTAL ESTIMATED PRICE - OPTION YEAR TWO

\$231,938.00

OPTION YEAR THREE

TASK	EST. # HOURS	HOURLY RATE	EST. TOTAL
Program Management			\$ 1,051.00
Project Management			\$ 9,124.00
Develop Individual Participant Materials			\$21,065.00
Coach Staff and Managers			\$55,436.00
Review OD Materials/Recommend			\$17,905.00
Conduct OD Interventions			\$55,436.00
Facilitate OD Surveys			\$44,349.00
TOTAL			\$204,366.00

OTHER DIRECT COSTS

EST. TOTAL

Assessment Instruments/Misc Supplies	\$ 8,195.00
Travel to Regions	\$27,318.00
TOTAL	\$35,513.00

TOTAL ESTIMATED PRICE - OPTION YEAR THREE

\$239,879.00

OPTION YEAR FOUR

TASK	EST. # HOURS	HOURLY RATE	EST. TOTAL
Program Management	[REDACTED]	[REDACTED]	\$ 1,087.00
Project Management	[REDACTED]	[REDACTED]	\$ 9,444.00
Develop Individual Participant Materials	[REDACTED]	[REDACTED]	\$21,802.00
Coach Staff and Managers	[REDACTED]	[REDACTED]	\$57,376.00
Review OD Materials/Recommend	[REDACTED]	[REDACTED]	\$18,532.00
Conduct OD Interventions	[REDACTED]	[REDACTED]	\$57,376.00
Facilitate OD Surveys	[REDACTED]	[REDACTED]	\$45,901.00
TOTAL			\$211,518.00
OTHER DIRECT COSTS			EST. TOTAL
Assessment Instruments/Misc Supplies			\$ 8,441.00
Travel to Regions			\$28,138.00
TOTAL			\$36,579.00
TOTAL ESTIMATED PRICE - OPTION YEAR FOUR			\$248,097.00
GRAND TOTAL FIVE YEARS			\$1,160,996.00

B.2 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$216,828.00. 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 contract is [REDACTED] 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 contract. 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 STATEMENT OF WORK

B.3.1 Background

The Nuclear Regulatory Commission (NRC) licenses and inspects nuclear reactors, materials, and waste facilities to ensure compliance with applicable codes and standards during all phases of construction, testing, and decommissioning operation to protect the public health and safety and the environment from the effects of radiation.

In furtherance of its mission, over the past 25 years, the NRC has conducted a variety of OD interventions for its managers, supervisors, and staff designed to strengthen the participants' effectiveness and efficiency in their current positions and to develop their skills and knowledge for future work activities. These interventions have included coaching for specific projects, such as the licensing of the Yucca Mountain repository, crisis and risk communications, and conducting organizational development (OD) to improve group and individual performance. In Fiscal Year 2003, approximately 30 coaching and OD sessions were conducted. The NRC anticipates that requests for such services will continue during the next five years.

B.3.2 Objective

The NRC seeks to obtain a five year contract (Base Year and four option years) to enhance the skills and knowledge of its employees (nonsupervisory, supervisory, and managerial) in all grades, including Senior Executive Service members, by offering organizational development consulting services, on an as needed basis, upon request by an NRC office.

Specifically, the objectives of this contract are to:

- Sustain a high performing workforce;
- Maintain and enhance the professionalism of its employees;
- Build public confidence and trust in the NRC;
- Enable the professional staff to meet new challenges confronting them in their positions;
- Prepare employees for management and supervisory responsibilities;
- Improve individual and group performance and address cultural and environmental issues through role modeling during presentation of OD interventions; and
- Provide state-of-the-art OD services at a reasonable cost.

B.3.3 Scope of work

The contractor shall provide the OD services outlined in the SOW at NRC Headquarters and its regional offices, as requested by the PM. However, it is not anticipated that any one of NRC's regions will require more than three visits in any fiscal year over the life of

the contract. Should more than sessions in the regions be required, the number of sessions will be increased in accordance with the Changes Clause. Specifically, the contractor shall be responsible for performing the following activities:

- a. Developing individual participant materials necessary for conducting a topic specific OD/coaching session;
- b. Coaching staff and management on communication topics to prepare them for interactions with the public, media, Congress, and other stakeholders;
- c. Reviewing previously developed training materials (i.e., slides, tapes, or other NRC-provided documents), and making recommendations for their improvement;
- d. Enhancing communication skills internally through OD interventions; and
- e. Facilitating OD sessions (to include using any instruments such as the Myers-Briggs Type Indicator (MBTI) or 360 Degree Surveys) to add insights for performance improvement.

I. Organizational Development Interventions

The NRC provides OD interventions covering a variety of situations to supervisors, managers, and executives, who request such services. These services include, but are not limited to: custom designed activities related to team building; conducting employee surveys and providing feedback on the results of those surveys; small group and individual improvement processes; organizational culture and environment; process re-engineering, diagnostics; conflict resolution and techniques for solving conflict; executive coaching; information gathering relating to performance issues; communications coaching; and administering/interpreting MBTI or 360 Degree Surveys. The focus of OD interventions at NRC is the maintenance of the individual and of the NRC's organizational health and effectiveness.

- A. The following systems define various approaches the NRC has used to provide OD:
 1. **Whole system.** May include an office, a division, a branch, or a combination of other work units.
 2. **Goal oriented.** Intended to improve present or future organization effectiveness.
 3. **System approach.** This is a systematic, planned, long-range approach to change, emphasizing a lasting change. This approach attempts to influence the culture and norms by changing values, attitudes, knowledge, behavior, processes, and structures.

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4. **Change intervention.** Gains top management's and any other person or group's commitment and involvement in order to influence a favorable outcome of the change.
 5. **Collaborative effort.** Includes those affected by the process and recognize the importance of involvement in developing commitment.
 6. **Behavioral approach.** Draws from the fields of organizational behavior, management, public administration, psychology, sociology, anthropology, education, and counseling.
 7. **Data-based.** Uses real-life data of the organization requesting the intervention for analysis, problem solving, and motivating change, rather than making assumptions about issues.
 8. **Education-based.** Develops attitude and recommends practices for managers to have a more effective organization that rewards individual and group behavior leading to effectiveness and efficiency.
 9. **Guided.** Focuses primarily on organizational and group change and secondarily on individual change.
 10. **Process and structures.** Works with individuals and groups, and the organization as a whole, for improvements in an organization's processes and structures. This aspect requires great skill.
 11. **Follow-up.** Planned follow-up. This is a necessary component to maintain the desired change.
- B. The OD required by this SOW is defined as follows:
1. Facilitating focus group feedback, improving communications (including listening skills), facilitating at retreats and meetings, gathering data for analysis to gain insight pertaining to the OD intervention to be used, and providing any training and requisite tools or instruments, such as the MBTI or the 360 Degree Survey that may be associated with a particular OD intervention.
 2. Design interventions, such as risk communications, team building, and coaching for groups on nuclear related issues, and address other NRC-specific issues.
- C. As in instructional system design (ISD) course development and training, OD programs have a number of important stages. The following six stages are critical to OD for best results and should be adhered to:

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Stage 1. A preliminary need's assessment is required for OD program design, negotiation, and commitment building.

Stage 2. Diagnosis of the organization is required to determine organizational strengths, weaknesses, and needs. (This is one of the most important stages of the process because it brings issues to the surface and starts the organization on the road to change.)

Stage 3. To plan for change, OD intervention techniques are used to make improvements and needed changes in the organization. Several activities are included in this stage, such as:

- program design
- problem solving
- training
- team building
- intergroup team building
- intragroup team building
- strategic planning

Stage 4. The stabilization stage is necessary for reinforcing, maintaining, and normalizing the values, skills, and changes learned in the OD intervention.

Stage 5. The evaluation stage is also necessary to OD interventions and must not be skipped. This stage may include the following:

- Making another diagnosis and comparing the result with the original diagnosis;
- Asking key employees for verbal or written comments on the value of the intervention;
- Looking at changes in performance and other important aspects, when appropriate, to assess the overall effectiveness of the intervention to encourage members of an organization to improve or maintain their performance;

Stage 6. The follow-up evaluation plan is used by top management, the internal NRC person charged with implementing the plan, and the change agent (the OD facilitator) to learn more about the value of the intervention.

- D. OD interventions are generally scheduled according to internal need and frequently on short notice. OD interventions require contractor flexibility, a high degree of coordination to provide the service requested, and a close working relationship with the PO, Contracting Officer (CO), and the NRC requesting office.

- E. Occasionally, two facilitators may be required for an OD program. The second (junior) facilitator shall be less qualified and paid at a lesser rate than the lead (senior) OD facilitator. A second facilitator shall not be added to the activity without prior approval from the CO, nor shall extra time be added to an established length of time without prior approval of the CO.

II. Personnel Qualifications

The contractor shall provide qualified OD facilitators to conduct customized OD, such as team building; coaching in preparation for public meetings; reviewing and coaching on specific topics to be presented at a public meeting; quality management techniques; organizational and individual performance improvement; small group improvement processes; organizational culture and environmental issues; special learning groups; focus group feedback sessions; communications to include listening skills, facilitation at management retreats and meetings, and gathering data and analyzing it to gain insight pertaining to an OD intervention. The facilitators shall be able to provide any training necessary that is associated with these activities. Proposed OD facilitators shall have a minimum of five years of experience providing similar OD interventions to other Federal Government agencies of a scientific and engineering nature. At a minimum, OD facilitators shall have the following skills:

- a. **Knowledge.** The proposed OD facilitator shall possess knowledge of OD, the behavioral sciences, management, general business, training, and current developments in OD.
- b. **Conceptual.** The proposed OD facilitator shall be skilled in the theory for understanding organizations and the process of change; a view of organizations; and an ability to visualize, design, and implement long-range training programs or other appropriate interventions.
- c. **Humanistic.** The proposed OD facilitator shall possess strong interpersonal skills in the following areas: communications, providing and receiving feedback, leveling and confronting, and the ability to handle stress and frustration.
- d. **OD Affiliations.** The proposed OD facilitators shall identify any affiliations they have or have had with applicable professional OD organizations, such as the Organizational Development Network. They shall be certified in organizational learning, coaching, creative leadership, and qualified to administer and interpret the MBTI and the 360 Degree Survey instruments.

III. Organizational Development Session Administration

- A. The OD facilitator/instructor shall make their needs for audio-video equipment known to the NRC Project Manager (PM) in advance of the OD session, so that such equipment will be in place when the facilitator arrives.
- B. The contractor shall reproduce and deliver a participant handbook for each participant in the OD intervention, where applicable.
- C. The OD facilitator shall arrive in sufficient time to ensure that the equipment and room setup is satisfactory and to distribute any coaching materials and handouts required for a particular coaching session prior to the official start time of the coaching session.
- D. The facilitator shall commence the OD session by describing the importance of providing the OD session, providing the objectives and outcomes for the session.
- E. The training room used shall be left in a neat and clean condition. Upon completion of each OD session, the facilitator shall remove all extraneous materials, including used flip chart sheets, extra handout materials, etc., that were used during the presentation of the OD session.
- F. The NRC may require that crisis and risk communication coaching be conducted by two-way televideo conferencing, so that participants located in the NRC regional offices may participate in the coaching session that is being held at NRC Headquarters.

NOTE: While the contractor will not need to be technically knowledgeable about the NRC's televideo equipment, the contractor shall be able to provide facilitators who will have experience adjusting their presentation style to include those virtually participating on a large monitor in the classroom.

IV. Participant Evaluation

The NRC will provide a sample of an evaluation/feedback form (Attachment 1) that the contractor shall duplicate and distribute to each participant to complete. The NRC reserves the right to make changes to the evaluation form as necessary to meet its reporting requirements. The original copy of all completed participant evaluations shall be submitted to the NRC Project Officer (PO) on the day the course ends. The contractor shall summarize the findings on each evaluation form in the monthly report and provide the summary to the NRC PO no later than 10 days after completion of the course.

V. Quality of Performance

During the life of the contract, the contractor shall assure that the OD facilitators and OD materials are of the highest quality. The contractor shall, as a minimum:

1. Provide a qualified primary instructor that is capable of conducting an OD session with an estimated 12 to 30 participants and one alternate back-up facilitator for each OD session. The Alternate shall be capable to fill-in if the primary instructor is unable to perform the services on the date scheduled. The contractor shall obtain the PM's approval before substituting a primary or a back-up OD facilitator in accordance with the Key Personnel Clause of this contract.
2. Be responsible for reading and understanding the materials and make recommendations to improve slides provided by NRC staff in the OD/coaching sessions and ensure that participant materials are designed and printed in a quality fashion, as outlined in this SOW, and acceptable to the PM.
3. Maintain control of the learning time so that the presentation of information and exercises are organized and timely (key points and course objectives are stated and met).
4. Provide 10 minute breaks (generally every 50 minutes) within the overall schedule, and manage distractions. Consistently and tactfully defer questions of minimal interest to the group, to answer a later time, in an effort to save time.
5. Observe the effect of the coaching on the group and reasonably attempt to clarify, provide examples or, in some other way, help correct problems, and improve participants' opportunity to learn.

VI. Program Management

The contractor shall be responsible for managing and coordinating the delivery of all services described in this SOW. The contractor shall provide a full-time Program Manager (PM), available Monday through Friday, except for Federal holidays, during normal business hours (e.g., 8:30 a.m. to 5:00 p.m. local time), for implementing tasks pertaining to the contract and responding to all NRC OD requests effectively and efficiently in a timely manner. This shall include answering questions about invoicing, scheduling, delivery of course materials, availability of OD facilitators, and other related contractual matters. The PM shall perform the following tasks, at a minimum:

1. Ensure completion and timely delivery of required contract reports.
2. Communicate, as appropriate, via e-mail, telephone, fax or letter regarding contractual matters.

3. Schedule OD requests, as needed. Calls for organizational development services are not scheduled in advance and requests for OD services can be sporadic, with many requests over a short period of time or intervals where little or no activity takes place. When offices need OD services, it is generally on a short turn-around time, sometimes immediately but usually within a week of the call for assistance. It is not possible, therefore, to establish a time schedule for OD interventions. The contractor's schedule shall allow for flexibility of scheduling so that when the requests are made, the services can be provided.
4. Schedule additional OD interventions for the Headquarters and the regional offices, upon request from the PO. Such scheduling includes clearing the date with the instructor and advising the PO that the instructor has been confirmed to conduct the session.
5. Provide the PO with an OD facilitator roster, within 20 days after contract award. The roster shall include for each facilitator his/her full name, telephone number and facsimile number.
6. Meet twice during each year of contract performance for an estimated duration of one hour each time with the PM to discuss any OD concerns, billing, delivery, and any other related issues, if necessary. Total estimated time is 10 hours over the life of the contract.
7. Perform any work described in the Statement of Work either under oral or written instructions. It is expected that NRC will use a written work order letter to confirm oral requests to perform work.

VII. OD Interventions Locations, Cancellations, Length, and Time

- A. **OD Interventions Locations.** OD interventions may be offered in NRC training facilities in Headquarters (Rockville, MD), Region I (King of Prussia, PA), Region II (Atlanta, GA), Region III (Lisle, IL), and Region IV (Arlington, TX).
- B. **Cancellations.** The NRC will cancel a scheduled OD session when there is a reason for doing so, not later than five workdays prior to the time the OD session is scheduled to begin. The NRC may reschedule the session for a mutually agreeable date without additional cost to the NRC. If for any reason, the NRC fails to give either written (this includes e-mail) or oral notice to the contractor within the five workday period, an equitable adjustment may be negotiated. Should the NRC have to close down due to an emergency situation, and it is not within the five workday period, the contractor shall reschedule the OD session, upon the NRC PM's request, for a mutually agreeable date, without additional cost to the NRC.
- C. **OD Session Length and Starting Time.** OD sessions shall begin at 8:30 a.m. and end at 4:00 p.m., unless otherwise stated at the time of scheduling.

Coaching for Public Outreach Meetings, Crisis Communications, Team Building, and other Organizational Development sessions may be given at various times during the workday and may last from one to two hours, to half a day, or all day.

VIII. Travel

- A. All travel shall be in accordance with Government Travel Regulations in effect at the time the travel is undertaken.
- B. The contractor shall be responsible for making all travel arrangements. All travel expenses shall be reasonable and within the Government allowance. The contractor shall submit itemized receipts for travel expenses when invoicing the NRC and shall include supporting documentation for travel such as: lodging statement, copy of airline ticket, copy of rental car receipt, or cab receipt(s).
- C. If an OD facilitator is away from his/her place of residence and requests flight arrangements be made from a location other than their place of residence, the NRC will not be obligated to pay the increased costs.

IX. Contractor Deliverables and Delivery Locations

The contractor shall provide the following deliverables under this contract:

- A. A sufficient number of any instrument that is used in connection with an OD intervention, such as the Myers-Briggs Type Indicator, the 360 Degree Survey instrument, or other appropriate tools/materials.
- B. The Instructors' Roster is due to the PO within 20 days after contract award.
- C. Reports. The contractor shall electronically submit to the PM, no later than the tenth of each month, as applicable, the following:
 - 1. An OD Sessions schedule showing all OD sessions currently scheduled, with appropriate annotation as to OD title, date, location (whether Headquarters. or Region), name of OD facilitator, and work order number, if known.
 - 2. Within 10 working days after completion of the OD intervention, the contractor shall submit to the CO, PO, and the requesting office, a written OD report on the results and recommendations of the OD initiative.
 - 3. An annual report, listing all OD interventions completed for the year and outcomes that resulted from such interventions, is due within ten working days after each year.

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4. A final report is due within ten working days after completion of the contract. This report shall comment on the value of the OD interventions to the NRC and to participants, as reflected in their overall evaluation comments.
- D. The contractor shall deliver to the following addresses, as applicable, all OD session materials, as applicable, a minimum of five workdays prior to a scheduled date of OD session. The name of the course and the date the course is scheduled to be given shall be noted on the delivered course material package(s).

(Name) PDC Operations Manager
U.S. Nuclear Regulatory Commission
Professional Development Center
11545 Rockville Pike, Room T-3 B3
Rockville, MD 20852
(301) 415-7750

Project Manager Materials, if sent by messenger shall be delivered to the following address. NOTE: The messenger shall deliver the package to the mail room in O-P1-37 and the NRC will deliver the package to the Project Manager and provide a delivery receipt.

Diane Aronson, Project Manager
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mail Stop T-3-D-45
11545 Rockville Pike
Rockville, MD 20852
(301) 415-7809

Project Manager Materials, not sent by messenger shall be delivered to:

Diane Aronson, Project Manager
U.S. Nuclear Regulatory Commission
Office of Human Resources
11545 Rockville Pike
Mail Stop T-3 D45
Washington, DC 20555
(301) 415-7809

The contractor shall send course materials to the applicable region when courses are offered in a region in sufficient time (generally two full weeks) prior to a course presentation. For each of the NRC's four regions, the following addresses shall be used until further notice:

REGION I OFFICE: Ms. Christine O'Rourke
U.S. NRC, Region I
475 Allendale Road
King of Prussia, PA 19406-1415
(601) 337-5700

REGION II OFFICE: Ms. Nancy Sanford
U.S. NRC, Region II
61 Forsyth Street, SW
Atlanta, GA 30303-8931
(404) 562-4846

REGION II OFFICE: Ms. Chad McCormick
U.S. NRC, RIII
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352
(630) 829-9555

REGION IV Ms. Sandra Lindsay
U.S. NRC, RIV
611 Ryan Plaza, Suite 400
Arlington, TX 76011-4405
(817) 860-8100

X. Ordering Procedures

Delivery orders shall be issued under the contract for OD interventions and will be priced as a unit price, based on an hourly rate multiplied by the number of hours required to perform each intervention. The NRC shall be invoiced only for the actual hours of work performed (using the hourly rate, multiplied by the number of hours actually worked). In addition, the contractor shall be required to maintain time sheets, reflecting the time spent on any OD intervention, and submit those time sheets when invoicing the NRC for completed work.

XI. Period of Performance

The period of performance shall be for the one year from the effective date of this contract with the option to extend the period an additional four years.

XII. Government-furnished Facilities, Supplies, and Equipment

The NRC will provide the following:

1. Training facilities for conducting the OD in Headquarters and each of its four regions.

2. Easels and flip charts.
3. Name tent cards.
4. VCR/VTC/LCD/video camera equipment.
5. TV monitors.
6. Blank tapes for coaching and media training.
7. Overhead projector.
8. Writing pens and paper.
9. High lighters.
10. Dry erase markers.
11. Pins for attaching participants' flip chart work sheets to special wall boards.
12. Microphone

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

C.2 52.252-2 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):

<http://www.arnet.gov/far>

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

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

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

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

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

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

(iii) Alternate II (MAR 2004) of 52.219-6.

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

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

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

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

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(iii) Alternate II (OCT 1998) of 52.219-23.

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

- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

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

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

C.4 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.

C.5 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.

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

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



Project Manager
Senior Facilitator
Senior Facilitator
Senior Facilitator

Joan Kraft

Senior Facilitator

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.7 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: Diane Aronson
Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Mail Stop T-3-D-45
Rockville, MD 20852
Telephone Number: (301) 415-7809

(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

C.8 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 the date of award through the expiration date of the contract through the end of the effective period.

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

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

C.9 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 164.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$216,827.00;

(2) Any order for a combination of items in excess of \$216,827.00;

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office

within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.10 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE III (OCT 1995)

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

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

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the expiration date of the contract..

C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60

days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.13 SEAT BELTS

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

C.14 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)

C.15 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the

Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**D.1 LIST OF ATTACHMENTS**

NUMBER	NAME OF ATTACHMENT
1	Billing Instructions for Fixed Price Contracts
2	Sample Work/Delivery Order Form

**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.

P:\BILLINGINSTRUCTIONS-FIXEDPRICE2003.wpd

March 11, 2004

Re: Contract No. NRC-38-05-363 _____
Work Order Letter No. _____

Dear Contractor:

In accordance with our Contract No. NRC-38-05-363, Section B.____, please perform the following:

Brief Description of work: The contractor shall provide seven days (June 3, 2004, and ending September 30, 2004) of OD/training to OCIO managers on team building to uncover perceptions of issues and goals for a high performing team, training on and administration of MBTI instruments, and interpretation of results of MBTI for further insights into group's characteristics and traits in accordance with the attached statement of work.

Date and length of course: June 3, 2004, to September 30, 2004. Seven days.

Cost not to exceed: \$ _____

***NOTE: The contractor shall not exceed this amount without prior authority from the Project Manager which necessitates amendment to this work order letter.**

If you have any questions please call me on (301) 415-7809.

Sincerely,

Diane Aronson, Project Manager
Human Resources Development
Office of Human Resources

Attachment

Work to be accomplished:

- Seven days of OD on team building, use of MBTI instrument and interpretation.
- June 3, 2004, will be first day of team building workshop.

After June 3 workshop, there will a total of 20 interviews conducted over a period of time, but not exceeding two days.

- Upon completion of the interviews, the contractor will design the workshop for the last two days. Period of time for this effort will not exceed 3 days.
- After the workshop is designed, meet with the entire OCIO group of 20 and conduct the workshop, instructing participants on the use of the MBTI instrument, administering the MBTI instrument, and interpreting the results of the MBTI. Period of time will not exceed 2 days.
- All work undertaken under this work order letter will be completed, no later than September 30, 2004.