

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 09-29-2006	2. CONTRACT NO. (if any) GS02F0185N	6. SHIP TO:		
3. ORDER NO. NRC-38-06-382	MODIFICATION NO.	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Ms. Rhea Flanders		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Contract Management Branch No. 2 Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS 11545 Rockville Pike Mail Stop T-3-D-45	c. CITY Washington	d. STATE DC
7. TO:		e. ZIP CODE 20555		

a. NAME OF CONTRACTOR BUSINESS MANAGEMENT RESEARCH ASSOCIATES, INC.	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 3949 PENDER DR STE 300	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY FAIRFAX	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.	
e. STATE VA	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.	
i. ZIP CODE 220306088		

9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 6-8415-5C1114 T-8426 252A 31X0200 Obligate: \$ 58,512.00 6-8415-5C1114 T-8423 252A 31X0200 Obligate: \$100,000.00	10. REQUISITIONING OFFICE HR Office of Human Resources
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone	<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT N/A
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13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) September 30, 2007	16. DISCOUNT TERMS Net 30 days
a. INSPECTION	b. ACCEPTANCE		

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 personnel and management necessary to provide the "Acquisition Training for NRC Project Managers" as described in the attached Statement of Work (see Section C) at the prices and rates specified in the Schedule of Items and Prices (see Section B). DUNS Number: 077817385			See CONTINUATION Page		

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$202,005.00	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) 11545 Rockville Pike (ATTN: NRC-38-06-382)			\$202,005	
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$158,512.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Carolyn A. Cooper Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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CONTINUATION PAGE

A.1 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 \$202,005.00. 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 \$158,512.00. 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.

A.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on October 1, 2006 and will expire on September 30, 2007. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three years.

A.3 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)

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 the 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 the 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 for a period of 180 days or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), 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 OPM Form 85P. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

A.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. See Statement of Work for List of property
- 2.
- 3.

(b) The above listed equipment/property is hereby transferred from contract/agreement N/A.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

A.5 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

A.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:



Primary Instructor
Primary Instructor
Back-up Instructor
Back-up Instructor
Course Material Expert
Program Manager

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.7 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Rhea Flanders

Address: U.S. Nuclear Regulatory Commission
Mail Stop T-3-D-45
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: (301)415-5571

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

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

(2) Assist the contractor in the resolution of technical problems encountered during performance.

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

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

(5) Immediately notify the 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."

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

A.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 effective date of the contract through the expiration date of the contract.

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

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

A.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 20% of the total estimated value of the contract, 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 \$202,005.00;

(2) Any order for a combination of items in excess of \$202,500.00;

(3) A series of orders from the same ordering office within 30 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 working 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.

A.10 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 the expiration date of the contract.

A.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 30 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 four years.

A.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

A.13 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

A.14 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

A.15 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

SECTION B - SCHEDULE OF ITEMS AND PRICES/COSTS

BASE YEAR - OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007

	SERVICES/SUPPLIES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Instructor to teach Workshop 2 - Developing and Independent Government Cost Estimate. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$22,512.00
2.	Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the Workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$11,256.00
3.	Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$11,256.00
4.	Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$22,512.00
5.	Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$22,512.00
6.1.	Course Material Content Management and Consulting Fee	[REDACTED]	year	[REDACTED]	\$ 8,370.00
6.2.	Provide three copies each of updated pages for the Instructor's Guide and the Participant's Handbook each workshop module each time a module is updated or revised. It is estimated that 8 modules will be revised at least once a year.	[REDACTED]	rev.	[REDACTED]	\$32,028.00
6.3.	Add Handouts to Material Set	[REDACTED]	set	[REDACTED]	\$3,888.00

7.1.	Order Delivery Management Service (2 or more workshops)	[REDACTED]	Each order	[REDACTED]	\$1,568.00
7.2.	Provide training materials for Participant's Handbook for Workshops 1, 2, 6, 9, and 10 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught eight times a year.	[REDACTED]	each book	[REDACTED]	\$49,000.00
7.3	Provide Additional Items on an as needed basis				
	Binders				
	1-inch Binders	[REDACTED]	each	[REDACTED]	\$ 56.00
	1.5 inch Binders	[REDACTED]	each	[REDACTED]	\$ 27.00
	Cover/Spine Inserts				
	Participant's Handbook	[REDACTED]	each	[REDACTED]	\$ 104.00
	Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 117.00
	Complete Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 549.00
	Set of Tabs	[REDACTED]	each set	[REDACTED]	\$ 115.00
	Extra CD's				
	First CD	[REDACTED]	each	[REDACTED]	\$ 50.00
	Copies of First CD	[REDACTED]	each	[REDACTED]	\$ 9.00
	Rush Orders				
	36-24 hours notice	[REDACTED]	per order	[REDACTED]	\$ 60.00
	48-36 hours notice	[REDACTED]	per order	[REDACTED]	\$ 20.00
8.1	Order Delivery Management Service (1 workshop)	[REDACTED]	each order	[REDACTED]	\$ 1,296.00
8.2	Provide training materials for Participant's Handbook for Workshops 3, 4, and 5 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught four times a year.	[REDACTED]	each book	[REDACTED]	\$14,700.00

TOTAL ESTIMATED PRICE - BASE YEAR

\$202,005.00

7.2.	Provide training materials for Participant's Handbook for Workshops 1, 2, 6, 9, and 10 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught eight times a year.	[REDACTED]	each book	[REDACTED]	\$51,800.00
7.3	Provide Additional Items on an as needed basis				
	Binders				
	1-inch Binders	[REDACTED]	each	[REDACTED]	\$ 8.00
	1.5 inch Binders	[REDACTED]	each	[REDACTED]	\$ 15.00
	Cover/Spine Inserts				
	Participant's Handbook	[REDACTED]	each	[REDACTED]	\$ 14.00
	Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 21.00
	Complete Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 576.00
	Set of Tabs	[REDACTED]	each set	[REDACTED]	\$ 120.00
	Extra CD's				
	First CD	[REDACTED]	each	[REDACTED]	\$ 52.00
	Copies of First CD	[REDACTED]	each	[REDACTED]	\$ 10.00
	Rush Orders				
	36-24 hours notice	[REDACTED]	per order	[REDACTED]	\$ 65.00
	48-36 hours notice	[REDACTED]	per order	[REDACTED]	\$ 21.00
8.1	Order Delivery Management Service (1 workshop)	[REDACTED]	each order	[REDACTED]	\$ 1,356.00
8.2	Provide training materials for Participant's Handbook for Workshops 3, 4, and 5 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught four times a year.	[REDACTED]	each book	[REDACTED]	\$15,540.00
TOTAL ESTIMATED PRICE - OPTION YEAR ONE					\$211,004.00

OPTION YEAR ONE- OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

SERVICES/SUPPLIES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing and Independent Government Cost Estimate. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$23,520.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the Workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$11,760.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$11,760.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$23,520.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$23,520.00
6.1. Course Material Content Management and Consulting Fee	[REDACTED]	year	[REDACTED]	\$ 8,662.00
6.2. Provide three copies each of updated pages for the Instructor's Guide and the Participant's Handbook each workshop module each time a module is updated or revised. It is estimated that 8 modules will be revised at least once a year.	[REDACTED]	rev.	[REDACTED]	\$33,024.00
6.3. Add Handouts to Material Set	[REDACTED]	set	[REDACTED]	\$4,016.00
7.1. Order Delivery Management Service (2 or more workshops)	[REDACTED]	each order	[REDACTED]	\$1,624.00

OPTION YEAR TWO- OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

SERVICES/SUPPLIES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing and Independent Government Cost Estimate. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$23,520.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the Workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$12,460.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$12,460.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$24,920.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$24,920.00
6.1. Course Material Content Management and Consulting Fee	[REDACTED]	year	[REDACTED]	\$ 9,108.00
6.2. Provide three copies each of updated pages for the Instructor's Guide and the Participant's Handbook each workshop module each time a module is updated or revised. It is estimated that 8 modules will be revised at least once a year.	[REDACTED]	rev.	[REDACTED]	\$34,680.00
6.3. Add Handouts to Material Set	[REDACTED]	set	[REDACTED]	\$4,216.00
7.1. Order Delivery Management Service (2 or more workshops)	[REDACTED]	each order	[REDACTED]	\$1,704.00

7.2.	Provide training materials for Participant's Handbook for Workshops 1, 2, 6, 9, and 10 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught eight times a year.	[REDACTED]	each book	[REDACTED]	\$54,600.00
7.3	Provide Additional Items on an as needed basis				
	Binders				
	1-inch Binders	[REDACTED]	each	[REDACTED]	\$ 9.00
	1.5 inch Binders	[REDACTED]	each	[REDACTED]	\$ 11.00
	Cover/Spine Inserts				
	Participant's Handbook	[REDACTED]	each	[REDACTED]	\$ 15.00
	Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 15.00
	Complete Instructor Guides	[REDACTED]	each	[REDACTED]	\$ 600.00
	Set of Tabs	[REDACTED]	each set	[REDACTED]	\$ 130.00
	Extra CD's				
	First CD	[REDACTED]	each	[REDACTED]	\$ 54.00
	Copies of First CD	[REDACTED]	each	[REDACTED]	\$ 11.00
	Rush Orders				
	36-24 hours notice	[REDACTED]	per order	[REDACTED]	\$ 70.00
	48-36 hours notice	[REDACTED]	per order	[REDACTED]	\$ 22.00
8.1	Order Delivery Management Service (1 workshop)	[REDACTED]	each order	[REDACTED]	\$ 1,416.00
8.2	Provide training materials for Participant's Handbook for Workshops 3, 4, and 5 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught four times a year.	[REDACTED]	each book	[REDACTED]	\$16,380.00
TOTAL ESTIMATED PRICE - OPTION YEAR TWO					\$222,721.00

OPTION YEAR THREE - OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

SERVICES/SUPPLIES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Instructor to teach Workshop 2 - Developing and Independent Government Cost Estimate. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$25,800.00
2. Instructor to teach Workshop 3 - Developing Proposal Evaluation Factors. It is estimated that the Workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$12,900.00
3. Instructor to teach Workshop 5 - Negotiation of Terms and Conditions. It is estimated that the workshop will be taught at least four times a year.	[REDACTED]	each	[REDACTED]	\$12,900.00
4. Instructor to teach Workshop 6 - Contract Administration. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$25,800.00
5. Instructor to teach Workshop 10 - Preparing Statements of Work. It is estimated that the workshop will be taught at least eight times a year.	[REDACTED]	each	[REDACTED]	\$25,800.00
6.1. Course Material Content Management and Consulting Fee	[REDACTED]	year	[REDACTED]	\$ 9,574.00
6.2. Provide three copies each of updated pages for the Instructor's Guide and the Participant's Handbook each workshop module each time a module is updated or revised. It is estimated that 8 modules will be revised at least once a year.	[REDACTED]	rev.	[REDACTED]	\$36,408.00
6.3. Add Handouts to Material Set	[REDACTED]	set	[REDACTED]	\$4,264.00
7.1. Order Delivery Management Service (2 or more workshops)	[REDACTED]	each order	[REDACTED]	\$1,792.00

7.2.	Provide training materials for Participant's Handbook for Workshops 1, 2, 6, 9, and 10 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught eight times a year.		each book		\$57,400.00
7.3	Provide Additional Items on an as needed basis				
	Binders				
	1-inch Binders		each		\$ 10.00
	1.5 inch Binders		each		\$ 18.00
	Cover/Spine Inserts				
	Participant's Handbook		each		\$ 16.00
	Instructor Guides		each		\$ 24.00
	Complete Instructor Guides		each		\$ 630.00
	Set of Tabs		each set		\$ 135.00
	Extra CD's				
	First CD		each		\$ 56.00
	Copies of First CD		each		\$ 12.00
	Rush Orders				
	36-24 hours notice		per order		\$ 75.00
	48-36 hours notice		per order		\$ 23.00
8.1	Order Delivery Management Service		each order		\$ 1,488.00
8.2	Provide training materials for Participant's Handbook for Workshops 3, 4, and 5 based on a maximum of 35 participants attending the workshops. It is estimated the workshops will be taught four times a year.		each book		\$17,222.00
TOTAL ESTIMATED PRICE - OPTION YEAR THREE					\$232,345.00
GRAND TOTAL BASE YEAR AND OPTION YEARS					\$868,075.00

SECTION C - STATEMENT OF WORK/DESCRIPTION OF SERVICES AND/OR SUPPLIES

C.1 BACKGROUND

C.1.1 The Nuclear Regulatory Commission's (NRC) acquisition environment is unique in the Federal Government. Since NRC was founded as a separate and independent agency in 1975, it has maintained a statutory relationship with the Department of Energy (DOE) to acquire services from the DOE National Laboratories (herein referred to as DOE labs). The authorities for DOE lab agreements are not regulated by the Federal Acquisition Regulation (FAR). The DOE lab agreements are issued, without competition, by the technical personnel in each of the major NRC offices. The regulation that guides the NRC-DOE lab agreements is an internal Memorandum of Understanding between the NRC and the DOE.

The NRC provides an acquisition training program consisting of eleven workshops to NRC acquisition Project Managers (PM) and their managers. (The term "Project Manager" is the common title for an NRC employee who manages work accomplished by others either through contracts, interagency agreements, or DOE lab agreements.) The acquisition training program consist of six half-day and five full-day sessions. The NRC uses contractor support to design and develop the workshop materials, maintain the currency of the materials, and provide Participant Handbooks (PH) and an Instructor's Guide (IG) for each of the eight workshops. Five of the workshops are required for certification of PM's and are referred to as "mandatory." NRC's Division of Contracts (DC) staff members teach six of the eight workshops and an outside contractor's instructors teach the other five workshops.

C.1.2 There are eleven workshops in the Acquisition for Project Management Program:

- Workshop # 1 - Overview*
- Workshop # 2 - Developing Independent Government Cost Estimates*
- Workshop # 3 - Developing Proposal Evaluation Criteria
- Workshop # 4 - Source Evaluation Procedures
- Workshop # 5 - Negotiation of Project Terms and Conditions
- Workshop # 6 - Contract Administration*
- Workshop # 7- Property Management**
- Workshop # 8 - Closing Out the Contract**
- Workshop # 9 - Organizational Conflicts of Interest*
- Workshop #10 - Preparing Statements of Work*
- Workshop # 11- Acquisition for Supervisors & Managers of Project Managers**

NOTE: * Denotes mandatory workshops required for certification of PM's. It is expected that some time in the future, NRC will convert Workshops #7, #8, and #11 to Web-based training, and these three will no longer be offered under the contract. These workshops are denoted with a double asterisk (**).

- C.1.3 Six years ago, the NRC completely revamped the acquisition process, and through contractor support, developed eleven workshop modules on important acquisition topics. These workshops are reviewed prior to being offered and updated before being taught.
- C.1.4 The NRC now seeks the services of a contractor to: update the workshop materials; maintain the currency of the materials; and provide PH and an IG for each of the eight workshops (NRC instructor-led workshops, as well as, those led by contractor-provided instructors). In addition, the contractor shall provide qualified instructor(s) experienced in presenting acquisition training to Government PMs; present five of the eleven workshops in the acquisition training program a minimum of eight times during a fiscal year; and provide up-to-date PHs and three IGs each time the course materials are updated.
- C.1.5 The following five workshops are currently being taught by contractor-provided instructor(s):
- Workshop # 2 - Developing the Independent Government Cost Estimate - ½ day
 - Workshop # 3 - Developing Proposal Evaluation Factors - ½ day
 - Workshop # 5 - Negotiating of Project Terms and Conditions - full day
 - Workshop # 6 - Contract Administration - full day
 - Workshop #10 - Preparing Statements of Work - full day
- C.1.6 The following six workshops are currently being taught by NRC instructors using contractor provided PH and IG:
- Workshop # 1 - Overview - full day
 - Workshop # 4 - Source Evaluation Panel Procedures - full day
 - Workshop # 9 - Organizational Conflicts of Interest - ½ day
 - Workshop # 7 - Property Management - ½ day
 - Workshop # 8 - Closing Out the Contract - ½ day
 - Workshop #11 - Acquisition for Supervisors of Managers of Project Mangers - ½ day

C.2 CONTRACT OBJECTIVE

- C.2.1 The NRC is now seeking a contractor who is technically capable of performing the services described herein and providing qualified instructors who have demonstrated experience in presenting acquisition training to Federal Government PM's. The contractor must be able to update and maintain the accuracy and currency of the workshop materials and furnish participant and instructor materials for eight of the workshops. The contractor shall provide the training materials based on an assumption that five of the eight acquisition workshops will be offered eight times during a fiscal year; and the remaining three of the acquisition workshops will be offered four times during a fiscal year, to a maximum of thirty-five students per session. The training materials provided by the contractor shall be identical to the current training materials.

C.2.2 The primary objective of the contract is to obtain the services of highly qualified instructor(s) with excellent platform skills that will enable the instructor(s) to:

- (1) Instruct the five workshops identified in section C.1.5. The instructors shall be fully cognizant of the nuances of the acquisition process as practiced by the NRC;
- (2) Impart knowledge to the NRC's PM's attending the workshops in such a manner that maximum learning takes place and that participants, upon completion of the workshop, are able to articulate in a clear and precise manner, their roles and the roles of others in acquiring the goods and services NRC needs to meet its mission; and
- (3) Reflect the NRC acquisition environment, its policies, procedures and processes, and highlights the principles embodied in the highest standards for effective and efficient program management.

C.2.3 The secondary objective of the contract is to obtain contractor support to:

- (1) Provide workshop materials for eight acquisition workshops, including an IG and PHs for each of the workshops;
- (2) Maintain and provide to the NRC PO electronic copies of all course materials;
- (3) Update and maintain the IG and PH for each of the workshops in an accurate and current state, either from the contractor's own knowledge of changes in procurement laws, regulations, rules, or through requests from NRC's PO on NRC's policy changes, as provided through NRC's DC.
- (4) Each time the materials are updated three copies of the updated pages will be provided to the NRC Project Officer (PO), along with an updated disk for both the IG and PH.

C.2.4 To attain the secondary objective, the contractor shall:

- (1) Use the current NRC workshop materials as an example for the eight stand-alone training modules;
- (2) Convert any current slides and maintain all slides in Microsoft PowerPoint;
- (3) Ensure that workshop materials include practical exercises to illustrate concepts taught;
- (4) Ensure that the hands-on orientation of the acquisition process addresses the application of established NRC standards of contracting for both DOE laboratory agreements and commercial contracts; and

- (5) Ensure that the workshop materials provided by the contractor reflect NRC's current acquisition policies, processes, and procedures. (This will be accomplished by periodic telephone discussions with DC subject matter experts).

C.3 DEFINITIONS

C.3.1 Throughout this statement of work, the following words and terms are used as defined in this subpart unless (a) the context in which they are used clearly requires a different meaning or (b) a different definition is prescribed for a particular part or portion:

- (1) Half-day training means a four-hour training session.
- (2) Full-day training means a seven-hour training session.
- (3) Project Officer (PO) is the common title for an NRC employee who monitors the work accomplished by others either through contracts, interagency agreements, or DOE laboratory agreements. PO and PM are used interchangeably.

C.4 SCOPE OF WORK

C.4.1 The contractor shall provide qualified instructor(s) with knowledge of the acquisition process and experience in teaching acquisition workshops to Federal Government employees. The instructors shall possess excellent platform skills and be able to teach each of the five workshops, discussed above, at least two times during a fiscal year.

C.4.2 The instructor(s) shall:

1. Teach the following five workshops and, after teaching the presentation, review participants' evaluations for comments and make recommendations, as appropriate, to the NRC PO for minor changes to improve workshop training materials.
2. Conduct student exercises to convey contract principles, as well as, portray how acquisition policy, practice, and procedures are conducted by the NRC. Specific tasks include:
 - o Teach five workshops identified in sections C.4.3 thru C.4.7. The instructors shall be fully cognizant of the nuances of the acquisition process as practiced at NRC.
 - o Impart their knowledge to NRC participating PM's in such a way so that maximum learning takes place and that participants, upon completion of the workshop taught, students are able to articulate in a clear and precise manner their role and the role of others in acquiring the goods and services NRC needs to meet its mission.

- o Reflect the NRC acquisition environment, its policies and procedures and highlight the principles embodied in the highest standards for effective and efficient program management.

C.4.3

Acquisition Workshop 2 - Developing an Independent Government Cost Estimate

This half-day module workshop is organized under the following topics:

- o Introduction (including thresholds requiring development of an IGCE)
- o Underlying assumptions regarding labor (level of effort, technical skills, and skill mix) required for performing the contract
- o The process for preparing an IGCE
- o Estimating the number of hours required for each labor category
- o Direct labor and indirect labor rates
- o Application of direct labor and indirect labor rates to direct labor hours
- o Estimating materials, services, and Information Technology support
- o Estimating travel costs
- o Estimating the amount of subcontracting (including consultants)
- o Estimating other direct costs
- o Estimating general and administrative (G&A) costs
- o Determining the commercial contractor's fee or profit, or the DOE added factor

C.4.4

Acquisition Workshop 3 - Developing Proposal Evaluation Factors

This half-day workshop topics include:

- o Elements of the Award Decision Process
- o Purpose of Proposal Evaluation Factors
- o Function of Proposal Evaluation Factors
- o Proposal Evaluation Planning
- o Selecting and Developing Evaluation Factors
- o Desirable Characteristics of Evaluation Factors
- o Criteria for Choosing Evaluation Factors
- o Required Evaluation Factors
- o Evaluation Factors for Complex Procurements
- o Weighting Evaluation Factors
- o Describing Evaluation Factors and Their Relative Importance in the Solicitation
- o Cost Considerations
- o IGCE Factors
- o Contract Types
- o Cost Considerations in Fixed Price Contracts
- o Cost Considerations in Cost Reimbursement Contracts
- o Cost Comparisons
- o Trade Offs
- o Summary of Process for Developing Evaluation Factors

C.4.5 Acquisition Workshop 5 - Negotiation of Terms and Conditions

This full-day workshop topic includes:

- o Advantages of Negotiation
- o Steps in the Negotiation Process
- o Types of Negotiations
- o Negotiation Objectives
- o Useful Negotiator Traits
- o Preparing for Negotiation
- o Performing the Negotiation
- o Concluding the Negotiation
- o DOE Laboratory Procedures

C.4.6 Acquisition Workshop 6 - Contract Administration

This full-day workshop discusses the administrative processes and procedures associated with contract administration. Upon completion to this workshop, participants will be enabled to:

- o Understand proved contract monitoring techniques
- o Effective management of agency contract projects with commercial firms
- o DOE National Laboratories
- o Understand how to track project costs against spending plan
- o Remedy performance based problems
- o Modify or terminate a contract/agreement
- o Properly approve/disapprove vouchers

C.4.7 Acquisition Workshop 10 - Preparing Statements of Work

In this one-day workshop, the instructor shall address the contents of an acceptable Statement of Work, the stages and general principles involved in writing it, including the proper SOW language. A significant part of the day will be devoted to participants writing and reviewing SOW as a means of improving skills, and obtaining first-hand knowledge in writing clear and complete SOWs. Through practical exercises, participants will evaluate and write a Statement of Work to gain an understanding of the importance to the contracting process of a well written work scope.

This full-day workshop discusses the processes and procedures associated with writing and reviewing SOW. Upon completion to this workshop, participants will be enabled to:

- o Understand the elements comprising a Statement of Work
- o Be familiar with the different stages of writing a Statement of Work
- o Recognize the importance of a well-written Statement of Work
- o Realize how a poorly written Statement of Work can have an adverse effect on competition and lead to contract administration problems

- o Become familiar with proper Statement of Work language
- o Draft a succinct, effective, and complete Statement of Work

C.5 COURSE INSTRUCTION

- C.5.1 The contractor shall provide qualified instructors to teach the five individual training workshops.
- C.5.2 The contractor's instructors shall possess a thorough knowledge and understanding of the course materials, as well as, be knowledgeable in both Federal and NRC contracting regulations and in placing and monitoring DOE laboratory agreements. Instructors shall also be able to apply NRC contracting policies and procedures regarding both commercial contracts and DOE laboratory agreements, as discussed in the PH and the IG. Applicable past and current NRC solicitations and contracts shall be used in classroom discussions, case studies, and practical exercises. The contractor's instructors shall use their professional knowledge in evaluating and enhancing learning through motivation, impromptu examples, and group dynamic techniques. Lectures, audiovisuals (excluding films), discussions, case studies, and practical exercises shall be used for effective learning. Each resource shall be oriented toward the NRC experience. The instructor shall focus heavily on participant involvement in the topic under discussion. This emphasis shall include hands-on learning activities, such as, case studies and practical exercises, involving the participant in the topic under discussion, interaction between participants and the instructor to clarify points and reinforce learning objectives.
- C.5.3 NRC will furnish, and the contractor shall use NRC expert personnel to further amplify on certain topics, and/or to answer questions that may arise regarding NRC-specific procedures, practices, and policy related to the procurement process.
- C.5.4 Upon the effective date of this contract, and on an annual basis thereafter, the contractor shall mutually work with the NRC PO to develop a training schedule for each of the courses for each year. Upon mutual agreement of the upcoming year's training schedule, the contractor shall submit the written schedule to the NRC PO.
- C.5.5 The maximum number of participants for each training module will be thirty-five employees. Although the minimum number of employees for each course is generally ten employees, the NRC PO may, at his/her discretion, issue a delivery order for a scheduled course for less than ten employees. The NRC PO will be responsible for soliciting, nominating, and enrolling NRC employees as course participants. Typically, participants who have not attended an acquisition course within the last five years are required to take the five mandatory courses (Workshops #1, #2, #6, #9, and #10.) A participants' experience in such endeavors does not substitute for knowledge of the contract regulations stated in the FAR, the FIRMR, and NRC's policy. The NRC PO will provide the contractor with a written delivery order in the form of a schedule for the year in advance. The schedule will, at a minimum, specify the maximum number of participants enrolled in a course, as well as, a designated NRC training room.

- C.5.6 Courses shall be conducted at the NRC's Professional Development Center (PDC) in the Washington Metropolitan area. The NRC may request courses be provided by Video Teleconferencing (VTC) or other interactive medium for live learning, to the NRC Regional locations and the Technical Training Center (TTC) in Chattanooga, Tennessee.
- C.5.7 The one-day modules shall commence promptly at 8:30 a.m. and conclude at 4:00 p.m., allowing one hour for lunch and 10-minute breaks each hour on the hour. One-half day modules shall commence promptly at 8:30 a.m. and conclude at 12:30 p.m., allowing 10-minute breaks each hour on the hour. All of the five mandatory courses require the administration of a pre-test and a post-test.
- C.5.8 The contractor shall arrive in sufficient time prior to beginning of each class to set up the training room, arrange the furniture as necessary, lay out participant materials, prepare equipment, and instructor aids.
- C.5.9 The contractor shall account for participant attendance by ensuring the completion of NRC sign-in sheet. In addition, the instructor(s) shall place a check beside the participant's name on the sign-in sheet twice a day during each morning and each afternoon of the one-day class. The instructor shall turn-in the sign-in sheet to the PO at the end of the day of workshop completion.
- C.5.10 The contractor shall provide any updated material that may be provided to the contractor by the NRC PO to each workshop participant.
- C.5.11 The contractor shall administer and collect all pre-and post-tests. Within two weeks of the class, the contractor shall evaluate the tests and provide the evaluations to the NRC PO.
- C.5.12 At the end of each course module, the contractor shall provide each participant with the contractor NRC-prepared evaluation form and ask the participants to complete the evaluation form prior to leaving the classroom. Upon completion of the workshop, the instructor shall submit to the NRC PO the original completed evaluation forms.
- C.5.13 Immediately following each class session, the contractor shall leave the training room in an orderly fashion, with trash (including used flip chart sheets) stowed in the trash cans. If the contractor needs temporary storage or delivery of excess student materials, the NRC PO will determine the location for such temporary storage or deliver prior to completion of each class.
- C.5.14 Whenever necessary, the contractor shall meet with the NRC PO to discuss any contractor's recommendations for improving the workshops. The meetings or telephone conference shall be mutually scheduled between the NRC PO and the contractor and shall be conducted from NRC's offices in the Washington Metropolitan area.

- C.5.15 The NRC reserves the right to cancel a workshop no less than ten (10) working days of a scheduled offering if insufficient enrollment should occur.

C.6. COURSE MATERIALS

- C.6.1 The contractor shall be familiar with any revisions made since last offering the workshop. They shall be aware of the other workshop modules in order to speak about them should questions arise as to their connection with the workshops as a whole, and shall also be knowledgeable with regard to concepts and processes from Management Directives 11.1 and 11.7. The contractor shall use the IG for each of the workshops taught, as provided by the NRC. The instructor shall discuss the objectives of each workshop presented and check throughout the workshop to make sure the learning objectives for each module are met.
- C.6.2 The contractor shall provide three-ring binders and all materials will be 3-hole punched and inserted into each binder.
- C.6.3 The contractor shall use the NRC evaluation form for each workshop taught and shall present them to the NRC PO at end of the workshop.
- C.6.4 The workshop materials are contractor-provided and will be in the room where the workshop is given.
- C.6.5 Throughout the period of performance of this contract, the NRC PO may require the contractor to incorporate minor changes into the course materials before the next workshop is given. It shall be the contractor instructor's responsibility to be aware of these changes and to stress to participants their importance if pertaining to NRC policy.
- C.6.6 During the base year, it is anticipated that workshop materials will require revisions. The contractor shall update the PHs and provide replacement pages for three IGs for each course revised.

C.7 STUDENT TESTING

- C.7.1 Knowledge and proficiency testing shall be a required element of evaluating the student's progress in the training module in which they are being instructed. Testing shall be administered by the Contractor to determine the student's progress in training, to identify areas of weakness where supplemental or remedial training may be needed, and to quantify the student's then-current level of knowledge and proficiency. Initial testing will be used to quantify the student's baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.
- C.7.2 All testing shall be performed using standardized objectives tests (i.e., true/false or multiple choice) which have been approved in advance by the NRC PO. All tests shall assess the students knowledge of the NRC's acquisition process and shall be designed to determine if the learning objectives have been met. The Contractor

shall allow no more than 30 minutes for each test (pre and post) to be completed by the students.

C.7.3 The Contractor shall develop draft pre-tests and post-tests which address the major principals, policies and procedures covered in the five course modules that are taught by the Contractor only. The Contractor shall provide the draft tests to the NRC PO for review and comment within 30 days after the effective date of the contract. The NRC PO will review and provide comments to the Contractor within one week of receipt. The contractor shall revise the draft tests incorporating the PO's comments and provide the final tests to the PO within one week of receipt of NRC's comments.

C.7.4 The Contractor shall record testing results, analyze results, and prepare a report which documents the results of the analysis and the student's progress. To ensure the validity of test results, the Contractor shall rearrange the order of the questions for each test. (Note: The Contractor is not required to develop new test questions for each course offering.)

C.7.5 The Contractor shall update pre-tests and post-tests to reflect significant changes that have been made to the course materials.

C.8 FREQUENCY OF TASK TO BE PERFORMED

C.8.1 Instruction for five of the eight workshops are estimated to be presented eight times a year and the remaining three courses are estimated to be presented four times a year. The contractor-provided instructor shall teach five of the eight workshops. (This will require costs being provided for the instructor's cost and the course materials cost.) For estimating purposes, offerors should submit a unit price per workshop, should it be necessary for NRC to offer more or less than four sessions of any one workshop during any fiscal year. Each of the three workshops taught by NRC personnel will also be given at least four times a year.

C.8.2 Timely delivery of all workshop materials is important both for those workshops taught by the contractor and those taught by NRC personnel. It is estimated that the Contractor will maintain the currency of all workshop materials and that before the workshop is presented, the contractor will contact the NRC PO and the DC subject matter expert to ascertain if any changes are necessary before preparing the materials for the workshop to be offered. There shall also be a provision for requesting additional books for a particular session, should it be necessary.

C.9 CONTRACTOR DELIVERABLES

C.9.1 Contractor shall provide workshop materials for eight sessions scheduled both those taught by the contractor and those taught by NRC personnel. The loose leaf, three-ring binders shall have spine and front cover artwork, similar to that being used presently. All materials shall be three-hole punched.

- C.9.2 An NRC evaluation form for each workshop taught and for those contractor instructor-led workshops, the instructor shall be responsible for delivering after the class ends the evaluation sheets and the sign-in sheet to the NRC PO.
- C.9.3 Replication of any materials provided to the contractor regarding NRC procurement policy changes.
- C.9.4 Provide instructors for five of the workshops.
- C.9.5 Contractor shall deliver all workshop training materials and the specified number of participant handbooks for each of the workshops at least ten working days prior to the beginning of the workshop session to:

U.S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop T-3-D-45
Rockville, MD 300852
Attention: Rhea Flanders (301) 415-5571
- C.9.6 Incoming workshop materials from the contractor shall have the title of the workshop, date of presentation of workshop, and the NRC PO's name noted on the outside of the box. This information should be clearly written in bold lettering, not script.
- C.9.7 All contractor-produced materials are works-for hire and become the exclusive property of the NRC.

C.10 NRC-PROVIDED EQUIPMENT, MATERIALS, AND FACILITIES

Upon award, the NRC will provide the contractor with the following:

1. One copy of the current IG for each of the workshops taught by the incumbent contractor's instructors;
2. One copy of the current PH for each of the workshops taught by the incumbent contractor's instructors;
3. A copy of the NRC Management Directives 11.1 and 11.7;
4. Current diskettes for all eight workshops;
5. The NRC PO shall provided the "HRTD" label to the Contractor;
6. Training Facilities; and
7. Flip charts, overhead projectors, tent cards, markers, and pens.

C.10 CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall furnish its own laptop and slides used in teaching the workshops.

C.11 MONITORING THE CONTRACT

During the life of the contract, NRC PO shall monitor the training course workshops pursuant to the requirements of the contract to ensure that the quality of instruction and materials used are adequate, up to date, and meet NRC's acquisition training requirements. As a minimum, the quality of the instruction will be evaluated on the instructor's ability to:

- C.11.1 Maintain control of the learning time so that the presentation of information and exercises remain organized and timely, key points and course objectives are met, and breaks are provided within the overall course schedule; and distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually are consistently controlled.
- C.11.2 Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way, modify the course to help correct problems and improve the participants' opportunity to learn.
- C.11.3 Involve the participants in sufficient and practical exercises with the subject matter to reinforce the understanding and recall of information.
- C.11.4 Improve materials and correct errors or other problems that may occur during the training course modules.