

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-07-367	3. EFFECTIVE DATE JUN 04 2007	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HR-07-367 dated December 27, 2006
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Contract Management Branch No. 4 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PERFORMANCE RESULTS CORP 2605 CRANBERRY SQUARE MORGANTOWN WV 265084199	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30 days 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Human Resources 11545 Rockville Pike Mail Stop T-3-D-45 Washington DC 20555	CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-38-07-367 Washington DC 20555	CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5) ()	14. ACCOUNTING AND APPROPRIATION DATA 7-8415-5C1114 T8455 252A 31X0200 \$126,545.08
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall provide "Secretarial Training" in accordance with the statement of work provided in Section C at the prices listed in Section B.				

15G. TOTAL AMOUNT OF CONTRACT \$126,545.08

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) KATHY J. CLINTON, PRESIDENT / OWNER	20A. NAME OF CONTRACTING OFFICER Carolyn A. Cooper Contracting Officer
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19B. NAME OF CONTRACTOR BY <i>Kathy J. Clinton</i> (Signature of person authorized to sign)	19C. DATE SIGNED 5/30/07	20B. UNITED STATES OF AMERICA BY <i>Carolyn A. Cooper</i> (Signature of Contracting Officer)	20C. DATE SIGNED 5/29/2007
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

"Secretarial Training"

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The contractor shall provide the personnel, management, equipment and course materials required to provide Secretarial Training in Grammar, Punctuation, Proofreading, and Correspondence to NRC administrative support staff at NRC Headquarters, NRC regional offices and other locations designated by the NRC Project Officer.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$126,545.08.

B.4 SCHEDULE OF ITEMS AND PRICES**BASE YEAR (June 4, 2007 through June 3, 2008)****COURSE INSTRUCTION**

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	5	each	\$ 2,042.72	\$ 10,213.60
Grammar	5	each	\$ 1,081.44	\$ 5,407.20
Punctuation	5	each	\$ 1,081.44	\$ 5,407.20
Proofreading	5	each	\$ 1,081.44	\$ 5,407.20
Travel to DC Metro Area *				\$ 19,160.84
Travel to Regions/All Courses				\$ 9,929.00
TOTAL				\$ 55,525.04

COURSE MATERIALS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>EST. NO. OF TIMES COURSE OFFERED</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Instructor Guides	8	5	each	\$ 17.25	\$ 690.00
Participant Handbooks	140	5	each	\$ 17.25	\$ 12,075.00
TOTAL COURSE MATERIALS					\$ 12,765.00

COURSE DEVELOPMENT

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	1	each	\$ 9,612.80	\$ 9,612.80
Management Directive 3.57 Reference Tool Box	1	each	\$ 22,327.20	\$ 22,327.20
Grammar	1	each	\$ 4,806.40	\$ 4,806.40
Punctuation	1	each	\$ 4,806.40	\$ 4,806.40
Proofreading	1	each	\$ 4,806.40	\$ 4,806.40
TOTAL				\$ 46,359.20

UPDATE/REVISE COURSE MATERIALS

<u>COURSE TITLE</u>	<u>ESTIMATED NO. OF TIMES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	2	each	\$ 1321.76	\$ 2,643.52
Management Directive 3.57 Reference Tool Box	1	each	\$ 1321.76	\$ 1,321.76
Grammar	2	each	\$ 1321.76	\$ 2,643.52
Punctuation	2	each	\$ 1321.76	\$ 2,643.52
Proofreading	2	each	\$ 1321.76	\$ 2,643.52
TOTAL				\$ 11,895.84

GRAND TOTAL BASE YEAR \$ 126,545.08

OPTION YEAR ONE (June 4, 2008 through June 3, 2009)

COURSE INSTRUCTION

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	5	each	\$ 2,124.66	\$ 10,623.30
Grammar	5	each	\$ 1,124.82	\$ 5,624.10
Punctuation	5	each	\$ 1,124.82	\$ 5,624.10
Proofreading	5	each	\$ 1,124.82	\$ 5,624.10
Travel to DC Metro Area *				\$ 19,160.84
Travel to Regions/All Courses				\$ 9,929.00
TOTAL				\$ 56,585.44

COURSE MATERIALS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>EST. NO. OF TIMES COURSE OFFERED</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Instructor Guides	8	5	each	\$ 18.66	\$ 746.40
Participant Handbooks	140	5	each	\$ 18.66	\$ 13,062.00
TOTAL COURSE MATERIALS					\$ 13,808.40

UPDATE/REVISE COURSE MATERIALS

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	2	each	\$ 1,374.78	\$ 2,749.56
Management Directive 3.57 Reference Tool Box	1	each	\$ 1,374.78	\$ 1,374.78
Grammar	2	each	\$ 1,374.78	\$ 2,749.56
Punctuation	2	each	\$ 1,374.78	\$ 2,749.56
Proofreading	2	each	\$ 1,374.78	\$ 2,749.56
TOTAL				\$ 12,373.02

GRAND TOTAL OPTION YEAR ONE\$ 82,766.86

OPTION YEAR TWO (June 4, 2009 through June 3, 2010)

COURSE INSTRUCTION

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	5	each	\$ 2,209.66	\$ 11,048.30
Grammar	5	each	\$ 1,169.82	\$ 5,849.10
Punctuation	5	each	\$ 1,169.82	\$ 5,849.10
Proofreading	5	each	\$ 1,169.82	\$ 5,849.10
Travel to DC Metro Area *				\$ 19,160.84
Travel to Regions/All Courses				\$ 9,929.00
TOTAL				\$ 57,685.44

COURSE MATERIALS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>EST. NO. OF TIMES COURSE OFFERED</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Instructor Guides	8	5	each	\$ 19.40	\$ 776.00
Participant Handbooks	140	5	each	\$ 19.40	\$ 13,580.00
TOTAL COURSE MATERIALS					\$ 14,356.00

UPDATE/REVISE COURSE MATERIALS

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	2	each	\$ 1,429.78	\$ 2,859.56
Management Directive 3.57 Reference Tool Box	1	each	\$ 1,429.78	\$ 1,429.78
Grammar	2	each	\$ 1,429.78	\$ 2,859.56
Punctuation	2	each	\$ 1,429.78	\$ 2,859.56
Proofreading	2	each	\$ 1,429.78	\$ 2,859.56
TOTAL				\$ 12,868.02

GRAND TOTAL OPTION YEAR TWO\$ 84,909.46

OPTION YEAR THREE (June 4, 2010 through June 3, 2011)

COURSE INSTRUCTION

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	5	each	\$ 2,298.06	\$ 11,490.30
Grammar	5	each	\$ 1,216.62	\$ 6,083.10
Punctuation	5	each	\$ 1,216.62	\$ 6,083.10
Proofreading	5	each	\$ 1,216.62	\$ 6,083.10
Travel to DC Metro Area *				\$ 19,160.84
Travel to Regions/All Courses				\$ 9,929.00
TOTAL				\$ 58,829.44

COURSE MATERIALS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>EST. NO. OF TIMES COURSE OFFERED</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Instructor Guides	8	5	each	\$ 20.18	\$ 807.20
Participant Handbooks	140	5	each	\$ 20.18	\$ 14,126.00
TOTAL COURSE MATERIALS					\$ 14,933.20

UPDATE/REVISE COURSE MATERIALS

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	2	each	\$ 1,486.98	\$ 2,973.96
Management Directive 3.57 Reference Tool Box	1	each	\$ 1,486.98	\$ 1,486.98
Grammar	2	each	\$ 1,486.98	\$ 2,973.96
Punctuation	2	each	\$ 1,486.98	\$ 2,973.96
Proofreading	2	each	\$ 1,486.98	\$ 2,973.96
TOTAL				\$ 13,382.82

GRAND TOTAL OPTION YEAR THREE.....\$ 87,145.46

OPTION YEAR FOUR (June 4, 2011 through June 3, 2012)

COURSE INSTRUCTION

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	5	each	\$ 2,390.20	\$ 11,951.00
Grammar	5	each	\$ 1,265.40	\$ 6,327.00
Punctuation	5	each	\$ 1,265.40	\$ 6,327.00
Proofreading	5	each	\$ 1,265.40	\$ 6,327.00
Travel to DC Metro Area *				\$ 19,160.84
Travel to Regions/All Courses				\$ 9,929.00
TOTAL				\$ 60,021.84

COURSE MATERIALS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>EST. NO. OF TIMES COURSE OFFERED</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Instructor Guides	8	5	each	\$ 20.99	\$ 839.60
Participant Handbooks	140	5	each	\$ 20.99	\$ 14,693.00
TOTAL COURSE MATERIALS					\$ 15,532.60

UPDATE/REVISE COURSE MATERIALS

<u>COURSE TITLE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Management Directive 3.57	2	each	\$ 1,546.60	\$ 3,093.20
Management Directive 3.57 Reference Tool Box	1	each	\$ 1,546.60	\$ 1,546.60
Grammar	2	each	\$ 1,546.60	\$ 3,093.20
Punctuation	2	each	\$ 1,546.60	\$ 3,093.20
Proofreading	2	each	\$ 1,546.60	\$ 3,093.20
TOTAL				\$ 13,919.40

GRAND TOTAL OPTION YEAR FOUR\$ 89,473.84

GRAND TOTAL BASE YEAR AND OPTION PERIODS \$ 470,840.70

C.1 STATEMENT OF WORK**1. BACKGROUND**

The Nuclear Regulatory Commission (NRC) hires secretaries with varied backgrounds. The NRC has specific guidance for secretaries to follow with regards to fulfilling the requirement of their positions (e.g. Management Directive 3.57, Correspondence Management.) The NRC is focused on maintaining quality communications with internal and external stakeholders. Since the secretarial staff is essential to maintaining quality communications, the NRC wants to provide classroom and e-Learning instruction in the following areas: correspondence management, grammar, punctuation, and proofreading. These courses along with other training will establish a Secretarial Training Program for NRC secretaries.

2. CONTRACT OBJECTIVE

The NRC is seeking a contractor who is technically capable of performing the services described herein and to provide qualified instructors, who have demonstrated experience in presenting Grammar, Punctuation, Proofreading, and Correspondence training to an adult audience. Instructors must be able to impart knowledge to NRC participants attending the courses, in such a way, that maximum learning takes place. The contractor shall provide qualified instructors to perform the following:

- A. Classroom instruction course on Management Directive 3.57, "Correspondence Management" (three days duration)
- B. On-line course on Management Directive 3.57 quick reference "tool box" Refresher Course - (one hour duration)
- C. Classroom instruction course on Grammar (full-day)
- D. Classroom instruction course on Punctuation (full-day)
- E. Classroom instruction course on Proofreading (full-day)

3. DEFINITIONS

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:

- A. Half-day training means a four-hour training session.
- B. Full-day training means a seven-hour training session.

4. SCOPE OF WORK

The contractor shall provide the necessary management, personnel, instructors, equipment and supplies required to accomplish the tasks outlined herein.

- 4.1 The contractor shall follow the instructional systems design (ISD) process to develop the 3-day course on Management Directive 3.57, "Correspondence Management." The NRC anticipates the design and development of the course on Management Directive 3.57 would be of medium complexity. It is estimated that the design and development of this new course will require a maximum of 10 days, in addition to conducting the pilot session of the developed course.

The contractor shall utilize the ISD approach in designing and developing this course, to include: analysis of NRC's needs; the design of learning objectives; the development of the instructional approach; the development of the instructional materials, including the instructor's guide (IG) and the participant's manual (PM); implementation of a pilot session, and the development of evaluation forms that the contractor shall use to improve future sessions.

- 4.1.2 The contractor shall conform to the following steps in designing the course on Management Directive 3.57:

Step 1. Develop a preliminary design and methodology outline subject to the approval of the NRC Project Officer (PO).

Step 2. Develop terminal and enabling objectives subject to the approval of the NRC PO.

Step 3. Develop a draft of instructional materials subject to the approval of the NRC PO.

Step 4. Implement a pilot session and prepare revisions to the course material, as a result of the pilot session, subject to the approval of the NRC PO.

Step 5. Prepare Digital Video Disks (DVDs) and camera-ready copies of course materials for the NRC PO.

Step 6. Provide the NRC PO with a DVD of updated or redesigned course materials.

- 4.1.3 All course design/development issues shall be resolved prior to conduct of the pilot session. In any event, upon acceptance by the NRC PO, the course shall be presented on a continuing basis, as long as needed. In designing this new course, a variety of state-of-the art media shall be used, such as: stand-up instruction, LCD slides (Power Point), DVD disks, or VCR tapes to promote learning.

- 4.2 Contractor support will be needed to develop an on-line quick reference "tool box" course. The purpose of the on-line quick reference "tool box" course is to serve as a refresher course for the Management Directive 3.57, "Correspondence Management" course. This refresher course should convey the principles of the course and provide examples of each of the topic areas. This course should take one hour to complete. The contractor shall follow the instructional systems design (ISD) process to develop the on-line quick reference course on Management Directive 3.57, "Correspondence Management." The NRC anticipates the design and development of this course would be of medium complexity. It is estimated that the design and development of this new course will require a maximum of 10 days. A pilot of the On-line Management Directive 3.57 Quick Reference "tool box" shall be developed.
- 4.2.1 The contractor shall utilize the ISD approach in designing and developing this course, to include: analysis of NRC's needs; the design of learning objectives; the development of the instructional approach; implementation of a pilot session and the development of an on-line evaluation form that the contractor shall use to improve future sessions.
- 4.2.2 The newly designed course On-line Management Directive 3.57 Quick Reference "tool box" course shall conform to the following steps:
- | | |
|---------|--|
| Step 1. | Develop a preliminary design and methodology outline subject to the approval by the NRC PO. |
| Step 2. | Develop terminal and enabling objectives subject to the approval by the NRC PO. |
| Step 3. | Develop a draft of on-line student materials subject to the approval by the NRC PO. |
| Step 4. | Implement a pilot session and prepare revisions to the course material, as a result of the pilot session, subject to the NRC PO. |
| Step 5. | Prepare DVDs for the NRC PO. |
| Step 6. | Provide the NRC PO with a DVD of updated or redesigned course materials. |
- All course design/development issues shall be resolved prior to conduct of the pilot. In any event, upon acceptance by the NRC, the course shall be presented on a continuing basis, as long as needed.
- 4.3 The contractor shall follow the instructional systems design (ISD) process to develop the courses on Grammar, Punctuation, and Proofreading. Each course will be taught in one full-day. The NRC anticipates the design and development of these courses will be of medium complexity. It is estimated that the design and development of these courses will require a maximum of 10 days, in addition

to conducting the pilot sessions of the developed courses.

The contractor shall utilize the ISD approach in designing and developing these courses, to include: analysis of NRC's needs; the design of learning objectives; the development of the instructional approach; the development of the instructional materials, the IG and the PM; implementation of pilot sessions and evaluation forms that the contractor shall use to improve future sessions.

- 4.4 The contractor shall conform to the following steps to design and develop the courses on Grammar, Punctuation and Proofreading:
- Step 1. Develop a preliminary design and methodology outline for each course subject to the approval by the NRC PO.
 - Step 2. Develop terminal and enabling objectives subject to the approval by the NRC PO.
 - Step 3. Develop a draft of student materials for each course for approval by the NRC PO.
 - Step 4. For each course, implement a pilot session and prepare revisions to the course material, as a result of the pilot session conducted, subject to the approval of the NRC PO.
 - Step 5. Provide DVDs and camera-ready copy of the course materials for each course to the NRC PO.
 - Step 6. Provide the NRC PO with a DVD of updated or redesigned course materials for each course.

Design/development issues for each course shall be resolved prior to conduct of the pilot session for each course. In any event, upon acceptance by the NRC, the course shall be presented on a continuing basis, as long as needed. In designing these new courses, a variety of state-of-the art media shall be used, such as: stand-up instruction, Power Point slides, DVD disks, or VCR tapes to promote learning.

- 4.5 The contractor must be able to support, update, and maintain the accuracy and currency of the courses and materials, and provide PM and IG for all courses. The contractor shall update and maintain the materials for each of the courses in an accurate and current state, either from the contractor's own knowledge of changes, or through requests from the NRC's PO on NRC's policy changes.
- 4.6 The contractor shall provide the training material based on an assumption that the courses will be offered at least three times during a fiscal year to at least 10 participants per session up to a maximum of 35 participants.
- 4.7 The contractor shall provide the course instructors all pertinent training materials.

5. COURSE INSTRUCTION

- 5.1 The contractor shall provide qualified instructor(s) with knowledge of Grammar, Punctuation, Proofreading, and the ability to learn and teach Management Directive 3.57, "Correspondence Management" to NRC participants. The instructors shall possess excellent platform skills and be able to teach each of the four courses, discussed above, at least three times during a fiscal year.
- 5.2 The contractor shall provide qualified instructor (s) with knowledge, skills and abilities to develop an on-line quick reference course. The instructors shall be able to provide updates and revisions to the on-line Management Directives 3.57 quick reference "tool box" course at least twice during a fiscal year.

The instructor(s) shall perform the following:

1. Instruct the four classroom courses listed and described herein.
 2. Design, develop, implement, and update an On-line Management Directive 3.57, "Correspondence Management" quick reference tool box to convey principles and provide examples.
 3. Conduct student exercises for the four classroom courses, and the On-line Management Directive 3.57, "Correspondence Management" quick reference tool box to convey principles and provide examples.
 4. After completing each course session, the instructor shall review participants' evaluations, analyze the comments, and make recommendations, as appropriate, to the NRC PO for changes necessary to improve course training materials.
- 5.3 The contractor's instructors shall possess a thorough knowledge and understanding of the course materials and subject matter. 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), discussion, 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 instructor to clarify points and reinforce learning objectives.
- 5.4 NRC will furnish, and the contractor shall use, NRC subject matter experts to develop and further amplify on certain topics, and/or to answer questions that may arise regarding NRC procedures, practices, and policy.

- 5.5 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.

- 5.6 The maximum number of participants for each training module will normally be 35. Although the minimum number of participants for each course is generally 10, the NRC PO may, at his/her discretion, issue a delivery order for a scheduled course for less than 10 participants. The NRC PO will be responsible for soliciting, nominating, and enrolling NRC employees as course participants.

The NRC PO will provide the contractor with a written delivery order in the form of a schedule for the year in advance, which will, as a minimum, specify the maximum number of participants enrolled for a course, as well as, a designated NRC training room, at least 10 working days prior to the scheduled start date of a course.

- 5.7 Courses will normally be conducted at the NRC's Professional Development Center in the Washington Metropolitan area, or any other location in the Washington Metropolitan area. Should NRC's Professional Training Center be unavailable, NRC will notify the contractor of the alternate facility selected. All facilities and designated training rooms will be disclosed at least 10 working days prior to the scheduled start date of a course. The NRC may also request courses be provided by travel, Video Teleconferencing (VTC) or other interactive medium for live learning, to the NRC Regional locations: (1) Region I - King of Prussia, PA; (2) Region II - Atlanta, GA; (3) Region III - Lisle, IL; (4) Region IV - Arlington, TX; and the Technical Training Center (TTC) in Chattanooga, Tennessee. NRC has noted PRC's concern regarding the limitations of instruction by VTC. However, NRC has requested that PRC work with the NRC to make the learning environment by VTC constructive and productive for all course participants.
- 5.8 The full-day courses shall commence promptly at 8:30 a.m. and conclude at 4:30 p.m., allowing approximately 1 hour for lunch and 10-minute breaks each hour.
- 5.9 All of the classroom instructed courses require the administration of a pre-test and a post-test. The contractor shall collect and evaluate all pre-and post-tests and send the evaluation data and summary to the NRC PO within two weeks.
- 5.10 The contractor shall arrive in sufficient time prior to start of each class to set up the training room, arrange the furniture as necessary, lay out participant materials, prepare equipment, and instructor aids.
- 5.11 The contractor's instructor(s) 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:

once in the morning and once in the afternoon of each full-day class. The Instructor shall deliver the sign-in sheet to the PO or PDC staff at the end of the day.

- 5.12 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 storage or deliver prior to completion of each class.
- 5.13 The contractor shall provide each participant with any updated material that may be provided to the contractor by the NRC PO.
- 5.14 At the end of each course, the contractor shall provide each participant with the NRC-prepared evaluation form and ask the participants to complete the evaluation form. The instructor shall submit to the NRC PO the original participant completed evaluation forms.
- 5.15 Whenever necessary, the contractor shall meet with the NRC PO to discuss any contractor's recommendations for improving the courses. The meetings or telephone conference shall be mutually scheduled between the NRC PO and the contractor and shall be conducted at NRC's offices in the Washington Metropolitan area.
- ~~5.16 The NRC reserves the right to cancel scheduled courses due to low enrollment at no cost 5 or more working days before the scheduled session.~~

6. COURSE DESCRIPTIONS

6.1 Management Directive 3.57 (Correspondence Management)

This three-day course is organized under the following topics:

- o Correspondence Types
- o Official Agency Records
- o Security - SUI or CI (handling requirements)/Secure Unclassified Non-Safeguards Information (SUNSI)
- o Responsibilities for Writing & Handling Correspondence
- o Writing Guidelines & E-mail Etiquette - including acronyms
- o General Procedures for All Types of Correspondence
- o Commission Papers
- o Letters
- o Memoranda

6.2 Management Directive 3.57, Correspondence Management On-line Quick Reference Tool Box

This one-hour course is organized under the following topics:

- o Correspondence Types - examples
- o Official Agency Records - examples
- o Security - examples
- o Responsibility for Writing & Handling Correspondence - examples
- o Writing Guidelines & E-mail Etiquette - examples
- o General Procedures for all types of Correspondence - examples
- o Commission Papers- examples
- o Letters - examples
- o Memoranda - examples

6.3 Grammar Course

This full-day workshop addresses:

- o Principle Elements of the Sentence
- o Nouns & Articles
- o Verbs & Verbals
- o Pronouns
- o Adjectives
- o Adverbs
- o Prepositions & Conjunctions
- o Run on Sentences

6.4 Punctuation Course

This full-day workshop addresses:

- o Period, Question Mark, & Exclamation Point
- o Comma
- o Semicolon & Colon
- o Parentheses & Brackets
- o Quotation Marks
- o Dash & Hyphen
- o Apostrophe
- o Italics & Ellipsis
- o Capitalization
- o Compounding
- o Punctuation & Abbreviation rules from the "NRC Style Manual" and the "GPO Style Manual".

6.5 Proofreading Course

This full-day workshop addresses:

- o Proofing for Grammar Errors

- o Proofing for Spelling Errors
- o Proofing for Content

The instructor shall include all proofreading information from the NRC Style Manual and GPO Style Manual in this course.

7. COURSE MATERIALS

- 7.1 The contractor instructors shall be familiar with any revisions made since last offering the course and be aware of the other course offerings, in order to speak about them should questions arise as to their connection with other secretarial training courses. The contractor shall also be knowledgeable with regard to concepts and processes in Management Directive 3.57, the NRC Style Manual and the GPO Style Manual.
- 7.2 The contractor shall develop and use the IG developed for each of the courses taught. The instructor shall discuss the objectives of each course presented and check throughout the course to make sure the learning objectives for each course are met.
- 7.3 The contractor shall provide three-ring binders and all materials will be three-hole punched and inserted into each binder. Other binding methods may be acceptable at the discretion of the NRC PO.
- 7.4 The contractor shall use the NRC evaluation form for each course taught and shall present them to the NRC PO at end of the course.
- 7.5 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 course is offered. It shall be the instructor's responsibility to be aware of these changes and to stress to participants their importance if pertaining to NRC policy.
- 7.6 During the base year of the contract, it is anticipated that course materials will require revisions. Each time the materials are updated, two copies of the updated pages will be provided to the NRC PO (in Microsoft Word), along with an updated CD for both the IG and PM.
- 7.7 The contractor shall maintain all slides in Microsoft PowerPoint.

8. STUDENT TESTING

- 8.1 Knowledge and proficiency testing shall be a required element of evaluating the participant's progress in the training course in which they are being instructed. Testing shall be administered periodically by the Contractor to determine the participant's progress in training, to identify areas of weakness where

supplemental or remedial training may be needed, and to quantify the participant's then-current level of knowledge and proficiency. Initial testing will be used to quantify the participant's baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning. The course objectives shall be covered in the pre/post tests.

- 8.2 All testing shall be performed using standardized objective tests (i.e., multiple choice) which have been approved in advance by the NRC PO. All tests shall assess the participant's knowledge of the NRC's Management Directive 3.57, the NRC and GPO Style Manuals; including Grammar, Punctuation, and Proofreading 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 participants. By arrangement with the NRC PO, pretests may be given up to 2 weeks prior to the course delivery.
- 8.3 The Contractor shall develop draft pre-tests and post-tests. The Contractor shall provide the draft tests to the NRC PO for review and comment within 15 days after the effective date of the contract. The NRC PO will review and provide comments to the Contractor within 1 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 comments.
- 8.4 The Contractor shall record and analyze the test results, and prepare a report which shall document the results of the analysis and the participant'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 test). Testing results shall also be tabulated and provided in a MS Excel file.
- 8.5 The Contractor shall update pre-tests and post-tests to reflect significant changes that have been made to the course materials.

9. FREQUENCY OF TASK TO BE PERFORMED

- 9.1 Instruction for each of the four courses is expected to be presented a minimum of three times a year. The contractor's instructors shall teach each of the four courses. (This will require separate prices being provided for the instructor and the course materials.) For proposal purposes, offerors must submit a **unit price per course**, should it be necessary for NRC to offer more or less than three sessions of any one course during any fiscal year.
- 9.2 The On-line Management Directive 3.57 quick reference "tool box" course will be available on a continuing basis throughout the year. The contractor will develop this Web-based course and update it at least once per year. For proposal purposes, offerors must submit a **unit price for this course**.

- 9.3 Timely delivery of all course materials for each course is important. The contractor shall maintain the currency of all course materials and before the course is presented, the contractor shall contact the NRC PO to ascertain if any changes are necessary before preparing the materials for the next course to be offered. There shall also be a provision for requesting additional books for a particular course, should it be necessary.

10. DURATION OF CONTRACT

The period of performance of the contract will be June 4, 2007 through June 3, 2008, with four optional one-year periods.

11. DELIVERABLES

- 11.1 Contractor shall provide materials for all four courses scheduled. The loose leaf, three-ring or other approved binders, shall have spine and front cover artwork, similar to that being used presently. The design supplied by the NRC PO will be included on the spine and front cover artwork. All materials shall be three-hole or appropriately punched.
- 11.2 Contractor shall provide media and materials for the on-line course.
- 11.3 The instructor shall be responsible for delivering the evaluation sheets and the sign-in sheet to the NRC PO upon completion of the class. For the on-line refresher course, the instructor shall be responsible for developing the on-line course, so it can generate a list of employees who have completed the course to the NRC PO, and forward evaluations to the NRC PO.
- 11.4 The contractor shall be responsible for replication of any materials provided to the contractor regarding NRC policy changes.
- 11.5 The contractor shall provide Instructors for each of the four courses.
- 11.6 The contractor shall deliver all course training materials and the specified number of participant handbooks for each of the courses at least 10 working days prior to the beginning of the course to:
- U.S. Nuclear Regulatory Commission
Professional Development Center
7201 Wisconsin Avenue
Bethesda, MD 20814
Attention: James Morris
(301) 492-2303
- 11.7 Incoming course materials from the contractor shall have the title of the course, date of presentation of the course, and the NRC PO's name noted on the outside of the box. This information should be clearly written in bold lettering, not script.

11.8 All contractor-produced materials (including the Management Directive quick reference tool) are works-for hire and become the **exclusive** property of the NRC.

12. NRC-PROVIDED EQUIPMENT, MATERIALS, AND FACILITIES

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

1. A copy of the NRC Management Directive 3.57, NRC Style Manual; and
2. Training Facilities; and
3. Flip charts, overhead projectors, tent cards, markers, and pens.
4. Template for covers, spines, and Power Point slides.

13. CONTRACTOR FURNISHED EQUIPMENT

Contractor shall furnish their own laptop and slides used in teaching the workshops, and obtain their own copies of the GPO Style Manual.

14. MONITORING THE CONTRACT

14.1 During the life of the contract, NRC PO shall monitor the training courses 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 training requirements. As a minimum, the quality of the instruction will be evaluated on the instructor's ability to:

- A. 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.
- B. 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.
3. Involve the participants in sufficient and practical exercises with the subject matter to reinforce the understanding and recall of information.
4. Improve materials and correct errors or other problems that may occur during the training courses.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.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
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.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
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989

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

The ordering period for this contract shall commence on June 4, 2007 and will expire on June 3, 2008. 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 four years.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: James Morris

Address: U.S. Nuclear Regulatory Commission
Professional Development Center
7201 Wisconsin Avenue
Bethesda, Maryland 20814

Telephone Number: (301)492-2303

(b) The project officer shall:

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

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

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

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

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

*To be incorporated into any resultant contract

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

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

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

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

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

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

G.3 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

N/A

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

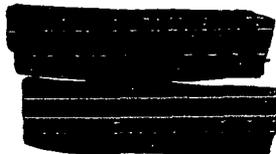
SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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.

H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

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

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

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

H.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.

H.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data 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 and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 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. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility

for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 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. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

1. Training Facilities
2. Flip Charts, Overhead Projectors, tent cards, markers, pens
3. Template for covers, spines and power point slides

(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.

H.6 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.

H.7 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.8 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.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)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 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 its expiration date.

(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.

I.3 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 \$25,000.00, 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 the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 (5) 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.

I.4 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 six months after the expiration date of this contract.

I.5 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 5 years.

I.6 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NRC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NRC.

I.7 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--**(1) Due date.**

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry

practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.8 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>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	Billing Instructions for Fixed Price Contracts

**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.

Billing Instructions for Fixed Price Contracts (October 2003)

Attachment 1

Page 2

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."

Billing Instructions for Fixed Price Contracts (October 2003)

Attachment 1

Page 3

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.