

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER 07-26-2007	2. CONTRACT NO. (If any)	6. SHIP TO:	
3. ORDER NO. DR-41-07-406	MODIFICATION NO.	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. FSM-07-406 5507R057/5507R060		b. STREET ADDRESS Attn: Edna Knox-Davin, FSME/PBPA Mail Stop T-8A23 11545 Rockville Pike	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts/CMB3 Attn: Betty Freeman (301) 415-0587 Mail Stop T-7-I-2 Washington, DC 20555		c. CITY Rockville	e. ZIP CODE 20852
7. TO:		d. STATE MD	f. SHIP VIA

a. NAME OF CONTRACTOR DUKE UNIVERSITY DUKE UNIVERSITY HOSPITAL		8. TYPE OF ORDER	
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 334 N BUILDING RESEARCH DR, DUKE UNIVERSITY		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY DURHAM	e. STATE NC	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 277089900			

9. ACCOUNTING AND APPROPRIATION DATA F1049 75515-355-288 252A 31X0200 DUNS: 044387793 OBLIGATED AMOUNT: \$22,000.00		10. REQUISITIONING OFFICE FSM OFFICE OF INFORMATION SERVICES	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated in PO	16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Duke University shall develop and present a customized version of the Duke University DEL Program "Implementation of NEPA" course to NRC personnel. The contractor shall provide this training course three (3) times to NRC personnel in accordance with the attached Statement of Work. The period of performance shall be from the date of award through December 31, 2008.  Training Course - 3 sessions (fixed price)  The firm fixed price of this order is \$90,000.00. The amount presently obligated is \$22,000.00 NRC Contacts: Harry Felsher (301) 415-5521 hdf@nrc.gov Edna Knox-Davin (301) 415-6577 etk@nrc.gov Duke University Contact: Jen Nelson (919) 613-8700 jen.nelson@duke.edu  EXECUTED: <u>Jen Nelson</u> 9/17/07 Jen Nelson, Pgm Coordinator Date DEL, Duke University	3	EA	30,000.00	\$90,000.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$90,000.00	
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4							
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-41-06-406)							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		Obligate		\$22,000.00	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**A.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)**

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

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).{

(4) Reserved]

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

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

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

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

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

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

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

(8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

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

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

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

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

(26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

(35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

## **A.2 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(a) Definitions. As used in this clause,

"Controlled substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

### **A.3 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

### **A.4 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.

## **SECTION B. STATEMENT OF WORK**

### **U.S. NUCLEAR REGULATORY COMMISSION'S - "IMPLEMENTATION OF NEPA" CUSTOMIZED TRAINING COURSE**

#### **A. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) performs environmental reviews under the National Environmental Policy Act (NEPA) for reactors and materials licensees, applicants, and facilities undergoing decommissioning. The recent nuclear renaissance along with many new NRC employees that will be involved in environmental activities have dramatically increased the need for training in NEPA reviews.

The Council on Environmental Quality, Executive Office of the President, co-sponsors with Duke

University, a Duke Environmental Leadership (DEL) Program that offers a Certificate in NEPA. This program is designed for professionals seeking essential skills in the understanding and implementation of NEPA. The cornerstone for the Certificate is the "Implementation of NEPA" 4.5-day course. The NRC is seeking to obtain this training for its staff involved in NEPA activities.

Given the large number of NRC employees that are expected to take the course, it is more cost-effective for NRC to have Duke University to teach a customized version of the course to be taught at the NRC's Professional Development Center (PDC) in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available. Providing this training near NRC Headquarters will allow NRC Headquarters employees who seek this Certificate, the opportunity to take the cornerstone course without traveling to other locations.

## **B. OBJECTIVE**

The objective is for the contractor to develop and present a customized version of the Duke University DEL Program "Implementation of NEPA" course to NRC personnel, principally environmental reviewers. This training course shall encompass an understanding of NEPA reviews and other relevant information. This knowledge is essential to permit the students to competently evaluate applications and licensees for NEPA concerns. The training course is intended to be useful for those employees in the Office of Federal and State Materials and Environmental Management Programs, the Office of General Counsel, the Office of Nuclear Material Safety and Safeguards, the Office of New Reactors, and the Office of Nuclear Reactor Regulation.

## **C. SCOPE OF WORK**

The contractor shall provide this training course three times to NRC employees at the NRC PDC in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available - once in September 2007, once in April 2008, and once in September 2008, with modifications, as needed, to the course material prior to the second and third courses.

The specialized training shall be developed and presented to meet the specific needs of the identified attendees. The training shall provide the participants with theoretical knowledge and where appropriate, the training shall emphasize practical or operational aspects consistent with operations and practices likely to be encountered by NRC personnel. Delineation of advantages and disadvantages of differing methods, equipment, practices, etc., shall be included in training whenever such items are pertinent to the material being presented. The contractor shall obtain any consent, permission or license regarding any copyrighted materials from the copyright holders that will be used and distributed to course participants. Each training course shall consist of three full-days and one half-day. The nominal timeframe for each course shall be from 8:30 am to 4:30 pm for the three full-days and 8:30 am to 12:30 pm for the one half-day.

### **Task 1            Develop The 3.5 Day Customized "Implementation of NEPA" Course and Present Course #1**

The contractor shall develop the 3.5 day customized "Implementation of NEPA" course for NRC from the Duke University DEL Program 4.5 day "Implementation of NEPA" course. The customized course shall cover similar material as the standard course with emphasis, especially examples/training exercises and break-out sessions for the students, on NRC issues related to NEPA. The customized course will be used by NRC personnel who wish to continue for the Duke University DEL Program Certificate of NEPA. Therefore, the changes made in developing the customized course shall not change the course such that NRC personnel cannot use the customized course as the cornerstone of the Certificate. The contractor shall present course #1 of the 3.5 day "Implementation of NEPA" course for NRC.

Task 1.1 Develop Draft and Final Course Material

No later than forty-five (45) working days before presentation of the course, the contractor shall deliver on time to the NRC Technical Project Manager (TPM) for review, approval, and acceptance, one electronic and hardcopy version of all draft course material. The NRC TPM will provide comments to the contractor in writing via e-mail. The contractor shall then make any and all corrections, additions, or revisions as directed by the NRC TPM written comments on the draft material. No later than 7 working days before the presentation of the course, the contractor shall deliver on time to the NRC TPM one electronic and hardcopy version of all final course material.

Task 1.2 Present Course #1 of Customized "Implementation of NEPA"

The contractor shall present class #1 for up to 30 students at the NRC PDC in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available in September 2007, at a date mutually acceptable to both parties. Specifically, the contractor shall:

- a. Provide the necessary qualified teaching staff, materials, supplies, and course handouts.
- b. Accomplish the course objectives through a combination of lectures, discussions, audiovisual aids, laboratory experiments, field exercises, problem sessions, tours, and demonstrations, as appropriate. Written and oral critiques should be used at the end of the course for evaluation by the course coordinator and lecturers.
- c. Within forty-five (45) working days of the course completion, provide to the NRC TPM a Course Presentation Report (CPR) (i.e., see Section I. for related requirements).

Task 2 Modify The 3.5 Day Customized "Implementation of NEPA" Course and Present Course #2

Based upon comments received from the NRC-furnished student evaluation forms and the NRC TPM's written comments, the contractor shall modify the course #1 materials for course #2 presentation of the 3.5 day customized "Implementation of NEPA" course. The customized course shall cover similar material as the standard course with emphasis, especially examples/training exercises and break-out sessions for the students, on NRC issues related to NEPA. The customized course will be used by NRC personnel who wish to continue for the Duke University DEL Program Certificate of NEPA. Therefore, the changes made in developing the customized course shall not change the course such that NRC personnel cannot use the customized course as the cornerstone of the Certificate. The contractor shall present course #2 of the 3.5 day "Implementation of NEPA" course for NRC.

Task 2.1 Modify the Draft and Final Course Material

No later than forty-five (45) working days before presentation of the course, the contractor shall deliver on time to the NRC TPM for review, approval, and acceptance, one electronic and hardcopy version of all draft course material. The NRC TPM will provide comments to the contractor in writing via e-mail. The contractor shall then make any and all corrections, additions, or revisions as directed by the NRC TPM written comments on the draft material. No later than 7 working days before the presentation of the course, the contractor shall deliver on time to the NRC TPM one electronic and hardcopy version of all final course material.

Task 2.2 Present Course #2 of Customized "Implementation of NEPA"

The contractor shall present class #2 for up to 30 students at the NRC PDC in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available in April 2008, at a date mutually acceptable to both parties. Specifically, the contractor shall:

- a. Provide the necessary qualified teaching staff, materials, supplies, and course handouts.
- b. Accomplish the course objectives through a combination of lectures, discussions, audiovisual aids, laboratory experiments, field exercises, problem sessions, tours, and demonstrations, as appropriate. Written and oral critiques should be used at the end of the course for evaluation by the course coordinator and lecturers.
- c. Within forty-five (45) working days of the course completion, provide to the NRC TPM a Course Presentation Report (CPR) (i.e., see Section I. for related requirements).

**Task 3      Modify The 3.5 Day Customized "Implementation of NEPA" Course and Present Course #3**

Based upon comments received from the NRC-furnished student evaluation forms and the NRC TPM's written comments, the contractor shall modify the course #2 materials for course #3 presentation of the 3.5 day customized "Implementation of NEPA" course. The customized course shall cover similar material as the standard course with emphasis, especially examples/training exercises and break-out sessions for the students, on NRC issues related to NEPA. The customized course will be used by NRC personnel who wish to continue for the Duke University DEL Program Certificate of NEPA. Therefore, the changes made in developing the customized course shall not change the course such that NRC personnel cannot use the customized course as the cornerstone of the Certificate. The contractor shall present course #3 of the 3.5 day "Implementation of NEPA" course for NRC.

**Task 3.1      Modify the Draft and Final Course Material**

No later than forty-five (45) working days before presentation of the course, the contractor shall deliver on time to the NRC TPM for review, approval, and acceptance, one electronic and hardcopy version of all draft course material. The NRC TPM will provide comments to the contractor in writing via e-mail. The contractor shall then make any and all corrections, additions, or revisions as directed by the NRC TPM written comments on the draft material. No later than 7 working days before the presentation of the course, the contractor shall deliver on time to the NRC TPM one electronic and hardcopy version of all final course material.

**Task 3.2      Present Course #3 of Customized "Implementation of NEPA"**

The contractor shall present class #3 for up to 30 students at the NRC PDC in Bethesda, Maryland or other locations near NRC Headquarters if the PDC is not available in September 2008, at a date mutually acceptable to both parties. Specifically, the contractor shall:

- a. Provide the necessary qualified teaching staff, materials, supplies, and course handouts.
- b. Accomplish the course objectives through a combination of lectures, discussions, audiovisual aids, laboratory experiments, field exercises, problem sessions, tours, and demonstrations, as appropriate. Written and oral critiques should be used at the end of the course for evaluation by the course coordinator and lecturers.
- c. Within forty-five (45) working days of the course completion, provide to the NRC TPM a

Course Presentation Report (CPR) (i.e., see Section I. for related requirements).

- d. Within forty-five (45) working days of the course completion, provide to the NRC TPM a CD or DVD containing the final course material - see Section L for related requirements.

Task 4 Optional Task to Present Additional Classes of the Modified 4.5 Day Customized "Implementation of NEPA" Course

Should the NRC require additional courses, a Request for Proposal will be issued accordingly with a separate Statement of Work indicating the need for further course development/modification or for just the course presentation itself as will be modified under this contract. Funding for these additional courses will be provided at the time of formal modifications of this contract.

#### **D. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

Personnel providing the training shall be knowledgeable and experienced in the subject areas being taught and have experience in classroom presentation. Resumes or biographies of personnel selected to provide training shall be provided to NRC for review. The NRC reserves the right to request a replacement instructor or instructors for courses developed specifically for NRC personnel.

#### **E. PRICE/COSTS**

The contractor shall provide all the elements in Section C., "SCOPE OF WORK" for the total fixed price that is stated in this contract. The total fixed price amount includes and covers all costs associated with both the development and modification of course material as well as the presentation of each course performed inclusive of the reproduction and distribution of the written training materials that are to be provided to the NRC training participants. This total fixed price also includes the contractor's and any consultant's labor, wages or salary, overhead, benefits, travel, transportation, hotel accommodation, expenses and tips, food and refreshments, licensing fees, lecture fees, and profit.

#### **F. PERIOD OF PERFORMANCE**

The period of performance shall be from the date of award of this contract through December 31, 2008.

#### **G. MEETINGS AND TRAVEL**

Travel for up to seven contractor instructors to NRC Headquarters for approximately four days for each presentation of the customized "Implementation of NEPA" course is anticipated. However, it is anticipated that no more than two of the instructors will not be local to where the course is taught and only those two will require transportation and lodging in the local area.

#### **H. NRC-FURNISHED MATERIAL**

The NRC will provide course student information sheets, evaluation forms, and documents issued by NRC that NRC determines to be necessary to support course presentation, and classroom/facilities.

#### **I. REPORTS**

Course Presentation Report (CPR)

Within forty-five (45) days of completion of each course presentation, the contractor shall submit

a CPR to the NRC TPM.

Each CPR shall include:

- a. discussion of accomplishments, problems, and recommendations for improvement;
- b. student attendance rosters, NRC-furnished student evaluations of the course, and a summary of student comments; and
- c. original graded examinations and examination key whenever written examinations are utilized.

An appropriate e-mail with an attached .PDF file containing the CPR is sufficient. The NRC TPM may request additional NRC staff to be added to the e-mail distribution list. If so, the contractor shall add them to the list for future CPR e-mails.

**J. SCHEDULES AND/OR MILESTONES FOR DELIVERABLES**

Task/Section	Deliverable Schedule
Task 1.1 - Contractor to provide 1 copy of all draft course material.	NLT 45 working days before the presentation of the course.
Task 1.1 - NRC to provide comments on all draft course material.	After receipt of all draft course material.
Task 1.1 - Contractor to provide 1 copy of all final course material.	NLT 7 working days before presentation of the course.
Task 1.2 - Contractor to present course.	By date mutually agreeable to both parties.
Task 1.2 - Contractor to provide CPR.	NLT 45 working days from the date of the course's completion.
Task 2 - NRC to provide comments	After receipt of the CPR.
Task 2.1 - Contractor to provide 1 copy of all draft course material.	NLT 45 working days before the presentation of the course.
Task 2.1 - NRC to provide comments on all draft course material.	After receipt of all draft course material.
Task 2.1 - Contractor to provide 1 copy of all final course material.	NLT 7 working days before presentation of the course.
Task 2.2 - Contractor to present course.	By date mutually agreeable to both parties.
Task 2.2 - Contractor to provide CPR.	NLT 45 working days from the date of the course's completion.

Task 3 - NRC to provide comments.	After receipt of the CPR.
Task 3.1 - Contractor to provide 1 copy of all draft course material.	NLT 45 working days before the presentation of the course.
Task 3.1 - NRC to provide comments on all draft course material.	After receipt of all draft course material.
Task 3.1 - Contractor to provide 1 copy of all final course material.	NLT 7 working days before presentation of the course.
Task 3.2 - Contractor to present course.	By date mutually agreeable to both parties.
Task 3.2 - Contractor to provide CPR.	NLT 45 working days from the date of the course's completion.
Task 3.2 - Contractor to provide CD or DVD.	NLT 45 working days from the date of the course's completion.

**K. TECHNICAL DIRECTION**

The NRC TPM for this contract will be Mr. Harry D. Felsher, Technical Assistant, NRC/FSME/DWMEP. Mr. Felsher can be reached by telephone at (301) 415-5521. His e-mail address is [hdf@nrc.gov](mailto:hdf@nrc.gov).

The NRC TPM is responsible for providing technical guidance regarding technical aspects of this work. All work products must be reviewed and approved by the NRC TPM before they are submitted as final documents. All technical direction given to the performing organization must be consistent with the work scope and schedule. The NRC TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give any direction that would increase costs over approved levels. Edna Knox-Davin is the Technical Assistance Project Manager (TAPM) for this contract and can be reached by telephone at (301) 415-6577. Her e-mail address is [etk@nrc.gov](mailto:etk@nrc.gov).

The TAPM is the focal point for all contract-related activities. All program funding actions are initiated by the TAPM. All proposed work scope or schedule changes must be processed through the TAPM.

**L. OTHER TERMS AND CONDITIONS/REQUIREMENTS**

All data files developed and maintained under this contract will be user friendly and compatible with desktop computers operating in Windows XP environment. All data files prior to being distributed to the NRC either electronically or on diskette shall be verified to be virus free using the latest virus scanning software.

Except for utilization of the PDC facility and its equipment provided for the scheduled training classes, no other NRC-funded property (including equipment and software) is anticipated to be needed for this project. However, should the need arise, purchase or development of any NRC-funded property, including NRC-funded software, must be approved by the NRC TAPM via formal modification to this contract.

All software development and modification of maintenance tasks shall follow general guidance in NUREG/BR-0167 "Software Quality Assurance Program and Guidelines" and specific quality assurance guidance designated by the NRC TPM.

**N. COURSE POSTPONEMENT OR CANCELLATION**

The NRC reserves the right to postpone or cancel any or all of the courses listed under this contract if it is deemed to be in the best interests of NRC. If a course must be postponed or canceled, then NRC will provide at least ~~7~~ days notice. If a course must be postponed, then it will be rescheduled at a mutually agreeable date.

*30 days*

The NRC reserves the right to postpone or cancel any or all of the courses listed under this contract if it is deemed to be in the best interests of NRC. If a course must be postponed or canceled, then NRC will provide at least 7 days notice. If a course must be postponed, then it will be rescheduled at a mutually agreeable date.

