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SUNGI REVIEW COMPLETE

E: CONTRACTING/ORDERING OFFICER

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRA	\CT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20 A.2 Other Applicable Clauses

[] See Addendum for the following in full text (if checked)

[X] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[x] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

A.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

A.4 FIXED RATES FOR SERVICES

The total amount paid under this contract shall not exceed the ceiling price of \$_____. The fixed rates are subject to the conditions in the clause at 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts.

A.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

A.6 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is 261,351.73. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is 261,351.73. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.7 2052.204.70 SECURITY (MAR 2004)

- (a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.
- (b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of

retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.
- (i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this

contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

- (k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (I) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.8 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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

A.9 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.

A.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).
- (c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.11 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

- 1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
- 2. Removal from the space occupied
- 3. Contract Termination

A.12 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

STATEMENT OF WORK

for
Certification of NRC Lean Six Sigma Black Belt Candidates
and
Lean Six Sigma Project Facilitation and Support
for the
Office of the Executive Director for Operations

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC's) mission is to "License and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment." One of the NRC's goals, as described by the FY 2004 – FY 2009 Strategic Plan is, "Effectiveness: Ensure that NRC actions are effective, efficient, realistic, and timely." And, one of the means to support the effectiveness goal is to:

"Conduct systematic evaluations to assess the effectiveness of the agency's programs in relation to its strategic objective and goals. In addition to dedicated internal resources, the NRC will retain outside expertise, as needed, to provide objective assessments and recommendations to improve program performance."

In recognition of this, Senior Management has identified Lean Six Sigma as the methodology by which to conduct its systematic evaluations. In addition, the Office of the Executive Director for Operations is continuing to add dedicated internal resources to this effort and is continuing to retain outside expertise, as needed, to implement a successful and sustainable Lean Six Sigma process improvement program.

2.0 OBJECTIVE

The objective of this Statement of Work (SOW) is to retain outside expertise, as needed, to perform Lean Six Sigma program tasks. Individual Task Orders will be issued under this SOW as specific tasks are identified.

3.0 SCOPE OF WORK

On December 13, 2007, the Lean Six Sigma Advisory Group and the Executive Director for Operations decided: 1) that the NRC is going to proceed with the next group of contractor-facilitated Lean Six Sigma process improvement projects and, 2) that the Office of the Executive Director for Operations will sponsor the training for up to six NRC staff to be trained as Lean Six Sigma Black Belts. It was also decided that in addition to their Lean Six Sigma Black Belt certification training, NRC Black Belt candidates should also be involved in the next group of Lean Six Sigma process improvement projects.

The scope of this SOW is to retain outside expertise to: 1) provide Lean Six Sigma Black Belt certification program support, 2) provide on-the-job support and education for NRC Black Belt candidates by facilitating Lean Six Sigma process improvement projects with the involvement of one or more NRC Black Belt candidates, and 3) provide any other tasks, training, workshops, consultation, mentoring, etc., which is directly related to training NRC staff, facilitating Lean Six Sigma process improvement projects, or contributing to the goal of implementing a successful and sustainable Lean Six Sigma process improvement program.

Individual Task Orders will be issued under this SOW to identify specific tasks to be accomplished by the contractor along with any additional requirements not covered by this SOW.

The contractor will be responsible for assigning professional staff, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet the objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of personnel assigned to this effort, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. If any work will be subcontracted or performed by consultants, the contractor shall obtain written approval from the NRC Project Officer before initiating any subcontract.

4.0 SPECIFIC TASKS

4.1 Task 1 – "Lean Six Sigma for Service" Black Belt Certification Program Administration

As part of this task, the contractor will develop and administer a comprehensive "Lean Six Sigma for Service" Black Belt Certification Program. All support under this statement of work is to be conducted at the trainer's facility. This program shall be designed to provide NRC Black Belt candidates with the principles, practices, and tools of Lean Six Sigma in service environments with business processes and shall be staffed with two consultants. The program will consist of a minimum of four weeks of rigorous education, collaboration and project support over a four or five month period. During this time, the contractor shall assess the proficiency of each NRC Black Belt candidate through project assignments, team interaction, and examinations. In addition, the contractor shall also provide a reasonable amount of individual coaching and mentoring, as necessary, in order to assist each student in successfully completing the training. The contractor shall present each successful student with a Lean Six Sigma Black Belt certificate.

Additional requirements for "Lean Six Sigma for Service" Black Belt Certification Program will be included in the Task Order issued for this task.

4.2 Task 2 – Lean Six Sigma Project Facilitation

Provide Lean Six Sigma project facilitation services. The Office of the Executive Director for Operations has identified a number of NRC processes to which the NRC plans to apply the Lean Six Sigma process improvement methodology. In order to transition to a sustainable process improvement program, it is expected that the facilitation of each Lean Six Sigma project will involve a contract Lean Six Sigma Black Belt along with one or two NRC Black Belt candidates. It is expected that the experience of being involved with actual Black Belt projects combined with the requirements for certification training will provide the necessary knowledge, skills and abilities for certified NRC Black Blacks to independently facilitate subsequent NRC process improvements.

Specific requirements for each Lean Six Sigma project will be included in each individual Task Order issued for this task.

4.3 Task 3 – Lean Six Sigma Program Development Tasks

Lean Six Sigma is a new program at the NRC and in order to achieve the goal of implementing a successful and sustainable process improvement program, it may become necessary to retain

outside expertise to provide specific products or services in addition to the tasks listed above. These products or services may include, but are not limited to, the following:

- Developing project or program plans and schedules
- Process improvement project selection facilitation or validation
- Project team selection facilitation or validation
- Project Team Roles and Responsibilities facilitation or validation
- Role-specific coaching, or mentoring
- Program consultation
- Supporting Lean Six Sigma Projects facilitated by NRC staff, e.g., NRC Black Belts

4:4 Standards Used to Assess Work Performance

The contractor's performance will be based on a combination of: 1) the quality of the products and services provided, 2) the timeliness of project deliverables, 3) the responsiveness of the contractor to emergent issues, and 4) the amount of resources used to provide the products and services as reflected by the contractor's invoices. Overall performance is determined by the NRC Project Officer and may include additional requirements as defined by the individual Task Orders.

4.5 Deliverables

- a. Each Task Order will include specific requirements regarding meetings, plans, schedules, and the qualifications of key contractor personnel who will be involved.
- b. The contractor shall provide a Status Report to the NRC Project Officer and Contracting Officer at regular intervals as agreed upon by the contractor and NRC Project Officer for each Task Order. The report shall be transmitted electronically and provide the technical and financial status of the effort.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period and a summary of milestones reached, or if missed, an explanation of why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The technical status section shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs; and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/task order. Additionally, the report shall address the status of each task order, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

4.6 Acceptance Criteria

Project plans and resumes submitted under this contract shall provide sufficient information to determine the qualifications of key personnel, as well as how the contractor will accomplish required tasks. Status reports shall provide sufficient information to determine the progress made during the reporting period.

4.7 NRC Furnished Material and Equipment:

The NRC shall furnish training and meeting facilities and the required easels, flip charts, pens, highlighters, paper tablets, and masking tape. Additional items may be provided if sufficient notice is given.

5.0 MEETINGS AND TRAVEL

The contractor shall attend a project meeting at NRC headquarters with NRC staff within 5 working days of each Task Order issued under this contract, or as otherwise directed or approved by the NRC Project Officer.

Travel costs to NRC facilities, either to the Professional Development Center in Bethesda, Maryland, or the Headquarters buildings in Rockville, Maryland, such as mileage and parking or metro fares within the local contractor's area will not be allowed nor will parking privileges be provided to contractor personnel.

For any training at the NRC's regional offices, each region will have varying rates, depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed per diem for each area. For authorized travel, the prevailing Government rates shall apply. The traveler shall present documentation for lodging and transportation costs as part of the invoice.

If an instructor is away from his/her place of residence and requests flight arrangements be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

6.0 LEVEL OF EFFORT

The level of effort for the activities described by this SOW will be largely dependent on the specific projects and activities necessary to implement Lean Six Sigma in accordance with the recommendations made by the NRC's Advisory Group and the decisions made by the NRC's Executive Director for Operations.

7.0 CANCELLATION

Cancellation of any work described by Task Orders issued under this contract shall be described by the specific Task Order.

8.0 PERIOD OF PERFORMANCE

The projected period of performance is 12 months from award of the contract.