

# ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER <b>AUG 11 2008</b>		2. CONTRACT NO. (if any) GS23F0079J		6. SHIP TO:	
3. ORDER NO. NRC-DR-38-08-717		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Monique B. Williams Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. HR-08-717 05/23/2008		b. STREET ADDRESS 11555 Rockville Pike Mail Stop: O3E17A Attn: Susan Salters	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR HODES, BERNARD ADVERTISING INC BERNARD HODES ADVERTISING		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8270 GREENSBORO DR STE 600		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.		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.	
d. CITY MC LEAN	e. STATE VA	f. ZIP CODE 221023835			
9. ACCOUNTING AND APPROPRIATION DATA 8-8415-51310, A8410, 252A, 31X0200; Amount Obligated: \$175,245.56		10. REQUISITIONING OFFICE HR HR/HRSO			

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)	16. DISCOUNT TERMS	
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)
	<p>The U.S. Nuclear Regulatory Commission hereby accepts \ Bernard Hodes group offer dated June 23, 2008 to provide the services described in the attached Statement of Work entitled, "Virtual Career Fairs."</p> <p>The Contractor shall provide personnel, technical expertise and management in order to provide an on-line virtual environment to conduct three virtual career fairs. The period of performance is nine (9) months from the effective date of this delivery order.</p> <p>NRC Project Officer: Susan Salter: 301-415-3901</p> <p>Contractor DUNS No.: 107928806</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$175,245.56	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:								
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov								
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230			\$175,245.56	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) <i>Monique B. Williams</i>	23. NAME (Typed) Monique B. Williams Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORITY: 48 CFR 101-11.6 PREVIOUS EDITIONS ARE OBSOLETE

SUNSI REVIEW COMPLETE

ADMOO2

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

**A.1 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide personnel, technical expertise and management in order to provide an on-line or virtual environment to conduct three virtual career fairs. The virtual career fairs will allow NRC to meet and screen potential applicants from across the country, especially those in remote locations, who are or might be interested in seeking a career with the NRC.

The Contractor shall provide all related marketing efforts related to announcing the career fairs as well as information on employment opportunities with the NRC. The Contractor shall provide a web based product that will allow NRC to capture potential applicant information which would offer a pre screening mechanism to eliminate those ineligible to apply for jobs at the NRC (example: non U.S. Citizens), resume repository and profile that will allow the candidate to express his/her employment interests such as geographic location. The virtual career fair shall offer a live chat component that shall allow NRC recruiters to chat directly with potential applicants on given dates and times during the career fair.

**A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract is \$175,245.56.

**A.3 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on August 11, 2008 and will expire May 11, 2009.

**A.4 PRICE SCHEDULE**

**DEVELOPMENT/TRAINING**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
001	Web Site Design	[REDACTED]	each	[REDACTED]	\$31,694.18
002	Training of NRC Staff	[REDACTED]	each	[REDACTED]	\$1,094.66
* 003	Virtual Career Fair Events	[REDACTED]	each	[REDACTED]	\$14,179.62
004	Final Report	[REDACTED]	each	[REDACTED]	\$2,996.84
<b>TOTAL</b>					<b>\$49,965.30</b>

\* Under this line item there are two items that are considered "Open Market Items." They are costs for Hosting and Maintenance and Chat Functionality of \$3,022.50 and \$10,075.00, respectively. These items are not on the GSA Schedule Contract.

**PROMOTION MATERIALS**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
005	Virtual Career Fair Promotion, and Advertising Materials	[REDACTED]	each	[REDACTED]	\$125,280.26

**TOTAL PRICE FOR CLINS 001-006: \$175,245.56**

\* No travel costs will be charged to this contract based on the Contractors price proposal dated June 23, 2008.

## **B.1 STATEMENT OF WORK FOR VIRTUAL CAREER FAIRS**

### **Background**

The NRC's mission is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure the adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The NRC's regulatory mission covers three major areas:

- Nuclear Reactors: Commercial reactors for generating electric power and non-power reactors used for research, testing, and training and for decommissioning of nuclear facilities from service.
- Nuclear Materials: Use of materials in medical, industrial, and academic settings and in facilities that produce nuclear fuel.
- Radioactive Waste: Transportation, storage, and disposal of radioactive waste.

The NRC workforce possesses detailed knowledge and specialized technical skills that enable the agency to fulfill its mission. To maintain this expertise and respond to emerging needs resulting from increased interest in nuclear power, the NRC will need to focus on innovative recruitment strategies as competition increases for qualified individuals to serve as technical staff for both the NRC and the industry. We are currently targeting the following fields for aggressive recruitment:

- engineering (nuclear, mechanical, structural, fire protection, electrical, geotechnical)
- environmental sciences
- thermal hydraulics
- nuclear physics and health physics
- security (physical protection, cyber, and network)
- risk assessment
- digital instrumentation and control
- seismology, volcanologist, geology, hydrology

Our hiring goals include 400 hires over the next 12 months to address the influx of new work and to offset expected losses, primary due to retirements. These positions will be located at our Rockville, MD Headquarters location and our four Regional Offices (King of Prussia, PA; Atlanta, GA; Lisle, IL; and Arlington, TX). We maintain a vigorous and successful recruitment program that includes career fairs and print advertising. To recruit the entry level and mid-career professionals in our targeted fields, we are seeking proposals for new and innovative strategies in the area of relationship or interactive marketing.

### **Scope of Work**

The Contractor shall provide personnel, technical expertise and management in order to provide an on line or virtual environment to conduct three virtual career fairs. The virtual career fairs will allow NRC to meet and screen potential applicants from across the country, especially those in remote locations, who are or might be interested in seeking a career with the NRC.

The Contractor shall provide all related marketing efforts related to announcing the career fairs as well as information on employment opportunities with the NRC. The Contractor shall provide a web based product that will allow NRC to capture potential applicant information which would offer a pre screening mechanism to eliminate those ineligible to apply for jobs at the NRC (example: non U.S. Citizens), resume repository and profile that will allow the candidate to express his/her employment interests such as geographic location. The virtual career fair shall offer a live chat component that shall allow NRC recruiters to chat directly with potential applicants on given dates and times during the career fair.

The Contractor shall provide training to NRC staff on how to use the chat mechanism and the flow of the event prior to the event(s) via teleconference. There will be approximately 10 training sessions with approximately 20 individuals attending each session.

The Contractor shall monitor all virtual career fairs and provide any technical assistance that may be needed during the events. The Contractor shall provide metrics on all virtual career fair events to evaluate the effectiveness of virtual careers fairs and how they can assist the NRC in future hiring needs and how to make improvements to future virtual career fairs. The contractor shall provide a final report covering the virtual career fairs, summary of evaluations, lessons learned and recommendations for future virtual career fairs

**NRC Requirements and Contractor Responsibilities**

NRC will provide the Contractor with the dates of the events based on recruiting needs. NRC will provide Contractor with NRC recruitment needs including employment eligibility requirements, types of disciplines needed, locations, and position description information in addition to NRC recruiters available to participate in virtual career fair events.

**Deliverables**

Kick-off Meeting	within one week of contract award date
Written plan and timeline	within two weeks of contract award date
Advertising and promotion plan	within three weeks of contract award date
Revised plan and timeline	within three weeks of contract award date
Web site design, development and programming	within four weeks of contract award date
Web site testing	within five weeks of contract award date
Virtual career fair promotion, metrics on promotion activities	within seven weeks of contract award date
Training of NRC staff	within nine weeks of contract award date
First virtual career fair event	within ten weeks of contract award date
Evaluation of effectiveness of first virtual career fair	within thirteen weeks of contract award date
Second virtual career fair promotion, metrics of promotion activities	within fourteen weeks of contract award date
Second virtual career fair event	within sixteen weeks of contract award date
Evaluation of effectiveness of second virtual career fair	within eighteen weeks of contract award date
Third virtual career fair promotion	within eighteen weeks of contract award date

Third virtual career fair event	within twenty weeks of contract award date
Evaluation of effectiveness of third virtual career fair	within twenty-two weeks of contract award date
Final report	within thirty-four weeks of contract award date

**CONTRACT ADMINISTRATION**

The Contractor shall not begin performance on any task until notified by the NRC Project Officer (PO). Verbal notification to proceed may be issued by the NRC Contracting Officer (CO) in order to meet time-sensitive deadlines

**QUALITY CONTROL**

The contractor shall ensure the quality of all advertising, promotion and web based products fully satisfies the requirements of the Statement of Work. In performing the delivery order, the Contractor shall:

- (1) Be responsive to NRC needs for recruiting highly specialized personnel. This means the proposed advertising and promotion will be geared to appeal to a highly technical audience, primarily in nuclear-related areas;
- (2) Immediately correct any errors or other problems that may be determined through in-house quality control procedures or as determined by the NRC PO. Correction of any errors shall be at no cost to the NRC. The contractor shall not make any changes involving additional cost to the Government unless authorized by the NRC Contracting Officer.

**MEETINGS**

The contractor shall be required to meet, in person, one time with the NRC PO/CO to discuss the technical and contract administration issues at the beginning of the contract period of performance at the kick-off meeting.

**C. TASK ORDER TERMS AND CONDITIONS**

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**C.1 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

- Management Supervisor – Andrew McIvaine; and
- Project Manager – Shandy Wortel

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 con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

**C.2 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Susan Salters

Address: U.S. Nuclear Regulatory Commission  
Office of Human Resources  
11555 Rockville Pike, 3E17A  
Rockville, MD 20852

Telephone Number: (301) 415-3901

(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

### **C.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

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

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

52.217-8, Option to Extend Services

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

### **C.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.

### **C.5 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

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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.

**C.6 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.

**ATTACHMENTS**

**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:

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch – D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

You are encouraged to send your invoice voucher electronically to DOI. The e-mail address is NRCPayments@nbc.gov.

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:

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch – D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.