

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 23

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

BPA NO.

1. DATE OF ORDER <b>MAR 12 2009</b>		2. CONTRACT NO. (If any) GS02F0007V		6. SHIP TO:	
3. ORDER NO. MODIFICATION NO. NRC-DR-38-09-714		4. REQUISITION/REFERENCE NO. 38-08-736; 38-09-714		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637, <a href="mailto:Jennifer.DeFino@nrc.gov">Jennifer.DeFino@nrc.gov</a> Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Carlos Montgomery, 301-492-2311 Mail Stop: GW-4-A18 Email: <a href="mailto:Carlos.Montgomery@nrc.gov">Carlos.Montgomery@nrc.gov</a>	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR PERFORMANCE TRAINING RESOURCES, LLC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 7401 W 135TH ST, STE 205				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY REFERENCE YOUR Quote dated 12/05/2008 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 SHAWNEE MISSION		e. STATE KS	f. ZIP CODE 662231203		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 9-8415-5C1154 JCN: T8476 BOC: 252B Appr. No.: 31X0200 OBLIGATE: \$37,500.00 DUNS No. 073384625				10. REQUISITIONING OFFICE HR HR/HRTD/PDKM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL <input 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 SMALL BUSINESS					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		N/A	
		N/A		N/A	
17. SCHEDULE (See reverse for Rejections)					

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled, "Critical Thinking and Decision Making Course" to Performance Training Resources, LLC, per the attached Statement of Work (SOW) and additional terms and conditions not specified under the GSA Federal Supply Schedule contract #GS-02F-0007V.  CONTRACTOR ACCEPTANCE OF DELIVERY ORDER NO. NRC-DR-38-09-714  <i>Jason Hicks</i> Signature <u>3-12-09</u> Date  Director Title				See Section A.4 for Price/Cost Schedule	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC <a href="mailto:NRCPayments@nbc.gov">NRCPayments@nbc.gov</a>						
	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		\$61,500.00		

22. UNITED STATES OF AMERICA By Signature: <i>[Signature]</i>	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR 3 2009

ADM002

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**SECTION A- ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS**

**A.1 PROJECT TITLE**

The title of this project is as follows:

**Critical Thinking and Decision Making Course**

**A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide necessary personnel, management administrative and technical services to provide the Critical Thinking and Decision Making course as outlined in the Statement of Work (SOW).

**A.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on March 16, 2009 and will expire on March 15, 2010. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 one-year option periods.

**A.4 PRICE/COST SCHEDULE**

Base Year: March 16, 2009 through March 15, 2010					
CLIN	Description of Services	Qty.	Unit	Unit Price	Total
001	Kick-Off Meeting		LOT		\$ 1,500.00
002	Delivery of "Critical Thinking and Decision Making" Course		EA		\$44,000.00
003	"Critical Thinking and Decision Making" Course Student Manual Revisions		LOT	\$0.00 (cost waived for base year)	\$ 0.00
004	Course Presentation Report		EA		\$ 1,000.00
<b>Subtotal</b>					<b>\$46,500.00</b>
CLIN	Category				Total Estimated Cost
005	Travel (Cost Reimbursable) **The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.** *All travel must be approved in advance by the NRC Project Officer.*				\$15,00.00
<b>Base Year Total Estimated Cost</b>					<b>\$61,500.00</b>

Option Year One: March 16, 2010 through March 15, 2011					
CLIN	Description of Services	Qty.	Unit	Unit Price	Total

006	Delivery of "Critical Thinking and Decision Making" Course	[REDACTED]	EA	[REDACTED]	\$46,000.00
007	"Critical Thinking and Decision Making" Course Student Manual Revisions	[REDACTED]	LOT	[REDACTED]	\$ 2,500.00
008	Course Presentation Report	[REDACTED]	EA	[REDACTED]	\$ 1,000.00
<b>Subtotal</b>					<b>\$49,500.00</b>

CLIN	Category	Total Estimated Cost
009	Travel (Cost Reimbursable) **The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.** *All travel must be approved in advance by the NRC Project Officer.*	\$ 15,00.00
<b>Option Year One Total Estimated Cost</b>		<b>\$64,500.00</b>

**Option Year Two: March 16, 2011 through March 15, 2012**

CLIN	Description of Services	Qty	Unit	Unit Price	Total
010	Delivery of "Critical Thinking and Decision Making" Course	[REDACTED]	EA	[REDACTED]	\$48,000.00
011	"Critical Thinking and Decision Making" Course Student Manual Revisions	[REDACTED]	LOT	[REDACTED]	\$2,500.00
012	Course Presentation Report	[REDACTED]	EA	[REDACTED]	\$ 1,000.00
<b>Subtotal</b>					<b>\$51,500.00</b>

CLIN	Category	Total Estimated Cost
013	Travel (Cost Reimbursable) **The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.** *All travel must be approved in advance by the NRC Project Officer.*	\$ 15,00.00
<b>Option Year Two Total Estimated Cost</b>		<b>\$66,500.00</b>

**Option Year Three: March 16, 2012 through March 15, 2013**

CLIN	Description of Services	Qty	Unit	Unit Price	Total
014	Delivery of "Critical Thinking and Decision Making" Course	[REDACTED]	EA	[REDACTED]	\$50,000.00
015	"Critical Thinking and Decision Making" Course Student Manual Revisions	[REDACTED]	LOT	[REDACTED]	\$ 2,500.00
016	Course Presentation Report	[REDACTED]	EA	[REDACTED]	\$ 1,000.00
<b>Subtotal</b>					<b>\$53,500.00</b>

CLIN	Category	Total Estimated Cost
017	Travel (Cost Reimbursable)	\$15,00.00

**The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.** *All travel must be approved in advance by the NRC Project Officer.*	
<b>Option Year Three Total Estimated Cost</b>	
<b>\$68,500.00</b>	

Option Year Four: March 16, 2013 through March 15, 2014					
CLIN	Description of Services	Qty.	Unit	Unit Price	Total
018	Delivery of "Critical Thinking and Decision Making" Course		EA		\$52,000.00
019	"Critical Thinking and Decision Making" Course Student Manual Revisions		LOT		\$ 2,500.00
020	Course Presentation Report		EA		\$ 1,000.00
021	Final Course Presentation Report		EA		\$ 250.00
<b>Subtotal</b>					<b>\$55,750.00</b>
CLIN	Category				Total Estimated Cost
022	Travel (Cost Reimbursable) **The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.** *All travel must be approved in advance by the NRC Project Officer.*				\$15,00.00
<b>Option Year Four Total Estimated Cost</b>					<b>\$70,750.00</b>

ESTIMATED GRAND TOTAL --- **\$331,750.00**

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**A.5 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 \$61,500.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$37,500.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A.6 CRITICAL THINKING TRAINING ESTIMATED DELIVERY SCHEDULE- 2009**

Ten (10) sessions will be scheduled for 2009 with tentative dates and location as listed below. The specified dates and locations are approximates and will be finalized by issuance of a delivery order by the NRC Project Officer.

Session 1	PDC	3/19 - 3/20 classroom H available
Session 2	PDC	4/15 - 4/16- classroom D available
Session 3	PDC	5/14 - 5/15- classroom M available
Session 4	PDC	6/3 - 6/4 -classroom M available
Session 5	PDC	7/15 - 7/16- classroom M available
Session 6	PDC	8/19 - 8/20- classroom C available
Session 7	Region I	9/16 - 9/17
Session 8	Region II	10/14 - 10/15
Session 9	Region III	11/4 - 11/5
Session 10	Region IV	12/2 - 12/3

## **SECTION B- DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **CRITICAL THINKING TRAINING**

#### **B.1 BACKGROUND**

The Nuclear Regulatory Commission (NRC) licenses and inspects reactor and non-reactor facilities to ensure compliance with applicable regulations, codes and standards and to identify conditions which may adversely affect the health and safety of workers and the public.

To support its work, the NRC is initiating a plan to enhance the training and execution of the staff's critical thinking skills. This plan will include the use of risk information, the concept of realistic conservatism, and other insights to help identify what issues are truly important, how they relate to other issues, and how they can be approached in an integrated manner. The training will challenge the staff to acquire and employ critical thinking skills in all of their activities.

This contract will supplement a high-visibility effort aimed at instilling a critical thinking paradigm at NRC which would bring about higher levels of thought to be applied on an agency-wide level, more sound and substantiated analyses and decisions, and a greater focus on organizational, versus personal, improvement.

#### **B.2 OBJECTIVE**

The Contractor shall provide necessary personnel, management, materials, administrative and technical services required as requested for the tasks outlined in this statement of work.

#### **B.3 SCOPE OF WORK**

##### **B.3.1 GENERAL INFORMATION**

The contractor shall provide support to the NRC staff and organizations following the training to augment the training, aid in organizational message development and for coaching and counseling as the staff and organizations perform self-assessments and move to instill organizational attributes supportive of critical thinking.

Other expected outcomes include:

- Staff will make decisions more confidently and with less hesitation
- Managers will think more broadly and better anticipate the impact of their decisions
- Staff personnel will communicate expectations more clearly across organizational lines, resulting in increased confidence in decision-making
- Author/originator will better be able to provide ownership and awareness of a document through all phases, allowing the concurrence process to operate more efficiently
- Staff will have a better understanding of where each person fits into the overall project or program due to more clearly defined roles and responsibilities
- Horizontal communication will facilitate better prioritization and decision-making
- Staff will make more decisions "out of the box" and no longer feel constrained by strict mind-sets.
- Staff will seek reliable data to substantiate facts on which to base their decisions
- Staff will better understand and guard against bias in the decision making process

##### **B.3.2 PERSONNEL QUALIFICATIONS**

The proposed contractor personnel shall have experience in the development and presentation of training materials as appropriate. Experience in providing critical thinking training is required. Key personnel who will prepare the course materials, perform the on-site instruction and serve as instructor back-ups as described above shall be identified and resumes of education, training and experience provided.

### **B.3.3 SPECIAL PERSONNEL REQUIREMENTS**

The contractor shall provide qualified instructors and back-ups who are well versed in all topics to be covered, who are capable of answering in-depth questions on each topic and who will provide the required training in accordance with the contract.

The contractor shall designate an individual who will be responsible for supervising the performance of work under the contract and who will perform quality assurance in meeting the objectives and goals of the training.

### **B.4 SPECIFIC TASK REQUIREMENTS**

#### **B.4.1 TASK 1 – TEACH CRITICAL THINKING COURSE**

##### **B.4.1.1 Requirement:**

The contractor shall teach a two (2)-day classroom training session for managers and staff for up to a maximum of thirty (30) participants. The class hours shall start at 8:30 a.m. and end at 4:30 p.m. each day, allowing 1 hour for a lunch break. The course shall include short workshops including group exercises in problem solving, creative thinking and decision making. On the first day of each class, the contractor shall ensure required student information forms and other administrative actions are completed. At the conclusion of each course, the contractor shall collect the student evaluation as well as roster and attendance confirmation sheets and leave these sheets with the coordinating staff for the Project Office. The instructor may keep a copy of the student evaluation sheets for further evaluation. The contractor shall assist the NRC course coordinator to restore the classroom to its previous condition for use during subsequent instruction. The contractor shall be responsible for transporting or shipping their own materials.

##### **B.4.1.2 Standard:**

The contractor shall provide a qualified on-site instructor and back-up for the Critical Thinking Course.

The classroom training shall, as a minimum, address the following topics:

#### **Intro: Goals and Objectives**

#### **Introduction to Critical Thinking**

- Critical Thinking Survey
- Types of Critical Thinking
- Critical Thinking Strategies

#### **Statements and Arguments**

- Statements
- Arguments

#### **Problem Solving**

- Tools
- Step



Crisis Management

**Effective Critical Thinking**

Steps to Critical Thinking  
Evaluate Reasoning  
Universal Intellectual Standards

**Critical Thinking Tools**

Six Thinking Hats  
Mind Maps  
Lateral Thinking  
Thinking Puzzles

**Appendix**

Building Arguments Exercises  
Critical Reading Exercises  
Glossary of Critical Thinking Terms  
Additional Resources

In addition, the course shall include short workshops including group exercises in problem solving, creative thinking and decision making.

The course instructors shall:

Maintain control of the learning time so that the presentation of information and the case studies remain organized and timely, key points and course objectives are met, and reasonable breaks are provided within the overall course schedule.

Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually.

Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems and improve the participants opportunity to learn.

Improve materials and correct errors or other problems that may occur during a course.

The contractor shall prepare and use a formal instructor lesson plan to support course presentation.

The contractor shall arrive in sufficient time prior to the start of each class to check/setup the training room, lay out course materials, prepare equipment, etc. as necessary.

**B.4.1.3 Deliverables.**

The contractor shall deliver the required critical thinking course as directed by the NRC PO.

**B.4.1.4 Acceptance Criteria:**

The contractor shall have no more than one instance of not meeting the above requirement.

**B.4.1.5 Quality Assurance**

The NRC Project Officer or an individual designated by the Project Officer may monitor courses to ensure that the quality of instruction and the materials provided are adequate, up-to-date, and meet the requirements of the NRC

**B.4.1.6 Meetings and Travel:**

Travel to course location.

**B.4.1.7 NRC Furnished Material and Equipment:**

The NRC will furnish the contractor with the following:

- a. An electronic copy of a Student Information Sheet, a Course Evaluation Form and an Instructor Evaluation Form which the contractor shall issue to each student at the beginning of each course and collect at the conclusion. Any suggested changes to the forms will be submitted to the NRC Project Officer for review and approval.
- b. Basic equipment required by the contractor to make the presentations (e.g., flipcharts, projectors (vuegraph, slide, video), etc). The NRC Project Officer shall ensure that the equipment is available at each designated training location for use by the contractor along with disposable items such as paper, pens, pencils, highlighters etc.
- c. Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the contractor.

**B.4.1.8 Additional Guidance and/or References:**

It is intended that organizational units including the managers and staff attend the training together, as much as possible. Existing, commercially available, web-based self-study courses may be used as a prerequisite for attending classroom training to introduce the staff to critical thinking concepts. This would allow the classroom training to be shorter and more effective. Typical class size will be 25 participants. Approximately seven hours of instruction time is available per day.

The majority of courses will be held at NRC Headquarters in the greater Washington DC area. Currently the NRC's Professional Development Center is in Bethesda, MD. Courses may also be held in other locations, including:

- (1) NRC Region I office in King of Prussia, Pennsylvania
- (2) NRC Region II office in Atlanta, Georgia
- (3) NRC Region III office in Lisle, Illinois
- (4) NRC Region IV office in Arlington, Texas
- (5) NRC Technical Training Center in Chattanooga, Tennessee

The NRC will provide facilities for conducting the course and basic support such as overhead projectors, paper, pens and other miscellaneous supplies. Any unique requirements may have to be provided by the contractor if they are not available from the NRC.

The NRC shall be responsible for preparing course announcements and registering students.

**Number of Courses and Course Scheduling**

Approximately 50 training sessions over a 5 year period are estimated. The actual number of sessions in a given year and the scheduling and location of specific sessions will be coordinated by the NRC Project Officer by issuance of a written delivery order (see Attachment 1). Approximately 30 sessions would be held at NRC headquarters with the remaining balance being held at either regional offices or at the NRC Technical Training Center.

Concurrent sessions could be held at different locations depending on instructor availability.

Exact course dates and locations will be arranged with the contractor at least sixty (60) days before each course. Courses will be formally scheduled via a delivery order form signed by both parties.

Should the NRC determine no later than two weeks (14 calendar days) prior to the start of a course that the need is insufficient to conduct the training, the NRC may reschedule or cancel the course presentation by written notification to the contractor without obligation to the government.

The contractor shall be ready to present the first course on a mutually agreed upon date specified in a delivery order or in a modification to the contract.

**B.4.2 TASK 2 – COURSE MATERIALS**

**B.4.2.1 Subtask A -STUDENT MANUAL REVISIONS**

**B.4.2.1.1 Requirement:**

Prior to the first course and throughout the life of the contract, the contractor shall make any necessary revisions to the student manual. After each revision, the contractor shall provide a draft copy of the material to the NRC Project Officer for review and approval in accordance with the established deliverable schedule.

**B.4.2.2.1 Standard:**

The revisions shall be based on discovered errors as well as feedback from student evaluations, NRC Management, and the Project Officer.

**B.4.2.3.1 Deliverables:**

- a. Within thirty (30) days of the kick off meeting the contractor shall submit a paper copy and electronic copy of draft student manual, incorporating any necessary revisions, and instructor lessons the NRC Project Officer for review.
- b. Within forty five (45) days of receipt of any student manual written comments (e-mail acceptable) from the Project Officer the contractor shall submit a paper copy and electronic copy of draft student and instructor manuals to the NRC Project Officer for review.
- c. Within thirty (30) days of receipt of the final student manual written comments (e-mail acceptable) from the Project Officer the contractor shall submit a final paper copy and electronic copy of final course manuals to the NRC project officer.

**B.4.2.4.1 Acceptance Criteria:**

The contractor shall have no more than one instance of not meeting the above requirement.

**B.4.2.5.1 Meetings and Travel: N/A**

**B.4.2.6.1 NRC Furnished Material and Equipment:**

The NRC shall provide an electronic copy of the current student manual and handouts.

The contractor shall return to the Project Officer all government furnished materials and shall transfer to the Project Officer all materials developed by the contractor at the expense of the government.

**B.4.2.7.1 Additional Guidance and/or References:**

The contractor shall provide all course materials in both paper format (hard copy) and on compact disc (CD) in MS Office 2003. This will include all text in MS Word, all presentations in MS PowerPoint, graphics in Excel, and pictures in BMP, JPEG or GIF format. A copy of any video used will also be provided on DVD. The contractor may propose alternate formats but the decision of the Project Officer conveyed to the contractor via e-mail is final. All materials developed during the performance of this contract become NRC property.

Although it is highly desirable that all of the materials used during the training be non-proprietary, if necessary, the contractor may propose the use of proprietary materials. All materials purchased or created by the contractor at the expense of this contract (e.g., manuals, case studies, visual aids etc) or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract.

**B.4.2.2 Subtask B – STUDENT MANUAL DISTRIBUTION**

**B.4.2.2.1 Requirement:**

The contractor shall construct ship and then distribute student manuals and handouts to each student for use during the presentation of the Critical Thinking course.

**B.4.2.2.2 Standard:**

These student manuals and handouts shall include textual material as well as printed copies of view graphs, slides and other visual aids required to present the course. Learning objectives shall be included at the beginning of each section or chapter.

**B.4.2.2.3 Deliverables:**

Within one (1) week of each course the contract shall ship the student manuals and handouts to the training site.

Within the first thirty (30) minutes of each course, the contractor shall distribute student manuals and handouts to all course participants.

**B.4.2.2.4 Acceptance Criteria:**

The contractor shall have no more than one instance of not meeting the above requirement.

**B.4.2.2.5 Meetings and Travel: N/A**

**B.4.2.2.6 NRC Furnished Material and Equipment: N/A**

**B.4.2.2.7 Additional Guidance and/or References: N/A**

**B.4.3 TASK 3 KICK-OFF MEETING**

**B.4.3.1 Requirement:**

A kick-off meeting shall be held with the NRC Project Officer, designated NRC representatives and key contractor personnel. The kick-off meeting will take place at NRC headquarters in Rockville, Maryland.

**B.4.3.2 Standard:**

The meeting shall address the course content, course outlines, lesson objectives and finalize any updates to the material.

**B.4.3.3 Deliverables:**

Within thirty (30) days of contract award - a kick off meeting at NRC headquarters in Rockville, Maryland.

**B.4.3.4 Acceptance Criteria:**

The contractor shall have no instance of not meeting the above requirement.

**B.4.3.5 Meetings and Travel: N/A**

**B.4.3.6 NRC Furnished Material and Equipment: N/A**

**B.4.3.7 Additional Guidance and/or References: N/A**

**B.4.4 TASK 4 – COURSE PRESENTATION REPORT**

**B.4.4.1 Requirement:**

The contractor shall submit a Course Presentation Report to the NRC Project Officer monthly, provided a course session has been completed during the month.

**B.4.4.2 Standard:**

The report shall contain:

- a. A cover letter report discussing course accomplishments, problems and recommendations for improvement addressing courses held during the previous month. The recommendations shall consider the student feedback provided in the student course and instructor evaluations.
- b. The original Course Evaluation and Instructor Evaluation forms and a summary of the student evaluations and comments for each course.

**B.4.4.3 Deliverables:**

No later than two (2) weeks after course completion, the contractor shall submit a Course Presentation Report to the NRC Project Officer.

**B.4.4.4 Acceptance Criteria:**

The contractor shall have no more than one instance of not meeting the above requirement.

**B.4.4.5 Meetings and Travel: N/A**

**B.4.4.6 NRC Furnished Material and Equipment: N/A**

**B.4.4.7 Additional Guidance and/or References:**

The contractor may keep for his or her records a copy of the Course Evaluation And Instructor Evaluation forms only. Other course related forms such as student rosters may not be retained by the contractor.

**B.4.5 TASK 5 – FINAL REPORT**

**B.4.5.1 Requirement:**

The contractor shall submit one (1) copy of the final report to the Project Officer and one (1) copy to the Contract Specialist.

**B.4.5.2 Standard:**

The report shall include as a minimum:

- a. A technical report of the work completed;
- b. Any problems or delays encountered and their solutions; and
- c. Recommendations for improvements.

**B.4.5.3 Deliverables:**

Within thirty (30) days of the final course presentation whichever is later.

**A.4.5.4 Acceptance Criteria:**

The contractor shall have no instance of the contractor not meeting the above requirement.

**B.4.5.5 Meetings and Travel: N/A**

**B.4.5.6 NRC Furnished Material and Equipment: N/A**

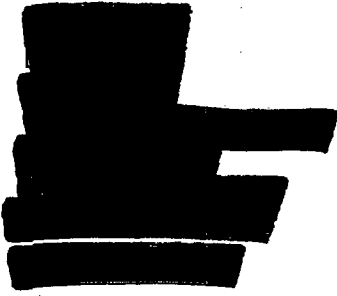
**B.4.5.7 Additional Guidance and/or References: N/A**

**SECTION C - TASK ORDER TERMS AND CONDITIONS- NOT SPECIFIED IN THE CONTRACT**

**C.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

**C.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

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

**C.3 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: Carlos Montgomery  
Address: U.S. Nuclear Regulatory Commission  
Professional Development Center

Mail Stop: GW-4-A18  
Washington, DC 20555  
Telephone Number: (301) 492-2311  
Email: [Carlos.Montgomery@nrc.gov](mailto:Carlos.Montgomery@nrc.gov)

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

#### **C.4 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

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

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

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

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

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

#### **C.5 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.6 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.

### **C.7 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

### **C.8 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.

### **C.9 Other Applicable Clauses**

[X] 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

[X] 52.217-8, Option to Extend Services

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

### **C.10 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 60 days.

### **C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed .

### **C.12 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 date of award through contract expiration.

(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.

**C.13 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$350,000.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**C.14 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1	SAMPLE DELIVERY ORDER	1
2	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	2
	(JUNE 2008)	

**US Nuclear Regulatory Commission  
DELIVERY ORDER FORM  
Contract No. NRC-DR-38-09-714**

1. Date	2. Delivery Order Number	3. Delivery Order Title
4. NRC Project Officer	5. E-mail Address	6. Phone Number
7. NRC Technical Monitor	8. E-mail Address	9. Phone Number

**NRC Provided Materials**

**10. Documents/Materials Provided**

*Electronic*

*Paper*

*Date Provided*

**Delivery Order Schedule**

Task completion dates and NRC documents/materials are provided for the purpose of planning and responding to this order. Estimates are due within 5 work days from receipt of this order.

	11. Required Task Completion Date	12. Deliverable Due Dates	13. CLIN	14. Price (per contract schedule of supplies/services)
Task:	Start: Complete:			
Task:	Start: Complete:			
Task:	Start: Complete:			
Task:	Start: Complete:			
15. Total Cost				

**Acknowledgment and Acceptance of Delivery Order**

Signature and Title - Contractor	Date
Signature - NRC Project Officer	Date

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (JUNE 2008)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

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

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit a voucher/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. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.