

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.  
NRC-42-09-019  
NRC-42-09-022

PAGE 1 OF

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2. CONTRACT NO. GS02F0095T	3. AWARD/EFFECTIVE DATE 9/30/2009	4. ORDER NO. NRC-DR-42-09-019	5. SOLICITATION NUMBER RS-42-09-019	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Kala Shankar		b. TELEPHONE NO. (No Collect Calls) 301-415-3638		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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5. DELIVER TO U.S. Nuclear Regulatory Commission Prog. Mgmt., Policy Devel., Analy. Staff Attn: Nicole McClain Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR FRANKLIN COVEY CLIENT SALES INC FRANKLIN COVEY 2200 PARKWAY BLVD SALT LAKE CITY UT 841192099 TELEPHONE NO. 801-817-6448 (Chris Miller)	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	7 Habits of Highly Effective People - Sgnature Training 3 training sessions	[REDACTED]	each	[REDACTED]	\$28,562.61
002	Participant Kit	[REDACTED]	each	[REDACTED]	\$12,250.35
003	Manual, QII hanger, DVD, Audio CD, talking stick, 7wk con. FranklinCovey Planner Kit	[REDACTED]	each	[REDACTED]	\$6,071.10
004	Online 360 Benchmark	[REDACTED]	each	[REDACTED]	\$12,467.70
005	Travel (Cost Reimbursement) Not to exceed				\$3,000.00
This contract will be in effect from 9/30/2009 through 1/29/2010 with a cost ceiling of \$62,351.76.  DUNS NO: 012290503 FFS NUMBERS: 09900000112; 09902200112.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
				SUBTOTAL	\$62,351.76

15. ACCOUNTING AND APPROPRIATION DATA BR9251517111B,Q4112,BOC:251F,A:31X0200,\$36372.00-09900000112 BR9251517111B,Q4112,BOC251F,A:31X0200,\$25979.76,09902200112	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$62,351.76
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. Franklin Covey OFFER DATED 9/17/2009 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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29a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Donald A. King
29b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer, CMB 4
30c. DATE SIGNED	31c. DATE SIGNED 9/25/2009

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Travel - The Government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.</p> <p>Attachment No. 1 Billing Instructions.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

## **TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

### **A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.3 Other Applicable Clauses**

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

#### **A.4 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### **A.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 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.6 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

## Statement of Work

### 1. Background

In accordance with its mission, the U.S. Nuclear Regulatory Commission (NRC) Office of New Reactors protects the health and safety of the public and the environment by regulating the design, siting, construction, and operation of new commercial nuclear power facilities.

For new reactor facilities, the NRC reviews applications submitted by prospective licensees, and (when appropriate) issues standard design certifications, early site permits, limited work authorizations, construction permits, operating licenses, and combined licenses. At present, the NRC anticipates that these activities may involve new light-water reactor (LWR) facilities in a variety of projected locations throughout the United States.

Additional effort is needed in order to ensure the staff will be ready to effectively carry out its responsibilities associated with the review of early site permits (ESPs), license applications, and construction of new nuclear power plants, given the potential for significant new licensing activity over the next several years. Staff decisions regarding the relative priorities of new reactor licensing activities will depend largely on the number and timing of industry decisions to pursue new licensing activities. In making these decisions, the staff will remain focused on the agency's Advanced Reactor Policy and its performance goals of maintaining safety, protecting the environment and the common defense and security; increasing public confidence; making NRC activities and decisions more effective, efficient, and realistic; and reducing unnecessary regulatory burden.

The NRC strives for management excellence in carrying out all of its regulatory responsibilities. NRO will have FranklinCovey facilitate three (3) sessions of the "7 Habits Signature Workshop."

### 2. Objective

The objective of this contract is to have a Contractor facilitate three (3) sessions of FranklinCovey's "7 Habits Signature Workshop" to NRO employees.

### 3. Scope of Work

The Contractor shall facilitate three (3) sessions of the "7 Habits of Highly Effective People," to NRO staff. The workshops shall be convened at dates to be agreed upon by the Project Officer and the Contractor.

#### 3.1 Requirements

This training is a commercial item, of which it is the NRC's intent to buy off-the-shelf training and not design the course.

##### 3.1.1. Task 1: Kick-off meeting and pre-consultation

The Contractor and the Project Officer shall discuss the process, establish a schedule, reserve rooms, register the NRC trainees who will be taking the class, and if training is

conducted at NRC headquarters, register with the NRC to hold the training, register the Contractor (instructor) with the guards, and secure a parking space for the Contractor (instructor) if one is available. This shall be done through a telephone call at no cost to the government.

### 3.1.2. Task 2: The 7 Habits Signature Facilitated Workshop

The Contractor shall facilitate three (3) sessions of FranklinCovey's "7 Habits Signature Workshop." Each 3-day session will teach participants how to develop stronger, more satisfying relationships based on trust; communicate more effectively with others; become a more influential leader; choose the most effective ways to improve productivity and help employees stay focused on the issues most important to success; confront a crisis before it creates chaos; and be more prepared to deal with difficult times and circumstances. A total of 105 participants will receive a participant kit, which includes a manual, DVD, audio CD, talking stick, Quadrant II doorhanger, 360 benchmark, Franklin Planner starter kit (classic size, including planner pages and forms for 1 year). These materials are approved for GSA pricing and include shipping and handling. The Contractor shall use a local instructor residing in the Washington, DC metropolitan area (mileage and tolls apply).

## 4. Specific Requirements

The Contractor shall supply all personnel, training materials, and transportation required to perform the work described in this delivery order. The Contractor shall have previous experience conducting FranklinCovey's "The 7 Habits Signature Workshop" training.

The Contractor shall conduct management and planning functions during the course of the effort such as planning and scheduling of activities.

Within seven (7) business days of receipt of the Delivery order, the Contractor and the Project Officer shall discuss the process, establish a schedule, reserve rooms, register at the NRC to hold the training, register the Contractor (instructor) with the guards, secure a parking space for the Contractor (instructor) if one is available and register the NRC trainees who will be taking the class. This shall be done through a telephone call at no cost to the government.

The Contractor shall use their own pre-existing training materials. The Contractor shall provide a participant kit for each trainee and other pertinent documentation to assist the trainees in successfully completing the training course.

The Contractor shall provide the necessary instructor(s) to conduct and oversee the training. The target audience is personnel from NRO. Attendance is estimated at 35 trainees per class.

The Contractor shall, at the time of the class, aid in the registration of students and support the use of audiovisual equipment. At the successful completion of the course, the Contractor shall provide the trainee with a signed Certificate of Training.

All material and information gathered and developed in the performance of the tasks listed in the contract shall be the property of the U.S. Government.

The Contractor shall conduct classroom training during business hours occurring Monday through Friday from 8:00 a.m. - 4:00 p.m. excluding Federal holidays.

5. Period of Performance

This is a firm-fixed-price contract. This requirement is for a period of performance of four (4) months.

6. Contractor Personnel

In the event of temporary absences such as, but not limited to, Contractor personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence. NRC is a secure facility; therefore, the Contractor must be escorted by a NRC employee at all times when in the NRC facilities.

7. Contractor Responsibilities

The services performed under this delivery order by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, - supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this delivery order.

8. Government Furnished Equipment, Facilities, and Services

The NRC will provide or make available to the Contractor Government furnished classroom space, white board, work desk, office supplies, and information technology (IT) equipment (computer, monitor, keyboard), IT services and IT access (e.g., Internet) necessary to provide the required services. All training shall be convened at a location in the Washington D.C. metropolitan area and determined by the NRC. The Contractor is responsible for providing personnel with existing knowledge and significant experience in using office information technology equipment. The Contractor is responsible for the Contractor employee's appropriate use of Government furnished equipment, services, and access. The Contractor and the Contractor's personnel are prohibited from misuse, abuse, and from using the Government furnished equipment, services, or access for personal use.

**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**



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

**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.

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

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.

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