

**ORDER FOR SUPPLIES OR SERVICES**

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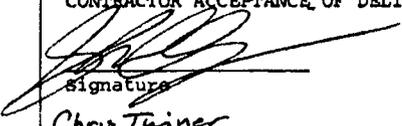
1 46

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

BPA NO

1 DATE OF ORDER <b>SEP 08 2011</b>		2 CONTRACT NO. (if any) GS00F0039P		8 SHIP TO.	
3 ORDER NO. NRC-HQ-11-F-38-0001		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-11-309 8/4/2010		b STREET ADDRESS Attn: Dennise Orlando Mail Stop: GW4A1 Email: dennise.orlando@nrc.gov	
7 TO:		c CITY Washington		d STATE DC	e ZIP CODE 20555
a NAME OF CONTRACTOR INFORMATION INTERNATIONAL ASSOCIATES, INC. I I A		f SHIP VIA N/A		8. TYPE OF ORDER	
b COMPANY NAME		c PURCHASE <input type="checkbox"/>		d DELIVERY <input checked="" type="checkbox"/>	
c STREET ADDRESS 104 UNION VALLEY RD		d CITY OAK RIDGE		e STATE TN	
f ZIP CODE 378308052		g PURCHASE PRICE \$120,000.00		h REQUISITIONING OFFICE HR	
9 ACCOUNTING AND APPROPRIATION DATA 2011-84-51-H-192, T8466, 252A, 31X0200 Amount Obligated: \$120,000.00 DUNS No. 804891851; FAIMIS#: 113603 & 114108; NAICS Code: 541513		10 REQUISITIONING OFFICE HR/HRRTD/PDPB		11 BUSINESS CLASSIFICATION (Check appropriate box(es))	
a SMALL <input type="checkbox"/>		b OTHER THAN SMALL <input type="checkbox"/>		c DISADVANTAGED <input type="checkbox"/>	
d WOMEN-OWNED <input checked="" type="checkbox"/>		e HUBZone <input type="checkbox"/>		12 F.O.B. POINT Destination	
f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/>		g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/>		h ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/>	
13 PLACE OF		14 GOVERNMENT BA. NO.		15 DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a INSPECTION Destination		b ACCEPTANCE Destination		N/A	
16 DISCOUNT TERMS		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, "Professional Development Center Operations Support," in accordance with the terms and conditions under GSA Federal Supply Schedule No.: GS-00F-0039P.  CONTRACTOR ACCEPTANCE OF DELIVERY ORDER: NRC-HQ-11-F-38-0001   signature Date <u>9 Sep 2011</u>  Chris Turner Director of Contracts Title			See CONTINUATION Page		

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	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			17(i) GRAND TOTAL
c CITY Denver	d STATE CO	e ZIP CODE 80235-2230	

22. UNITED STATES OF AMERICA BY (Signature) 	23 NAME (Typed) Monique B. Williams Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (REV. 5/2011) PRESCRIBED BY GSA/FAR 48 CFR 53.213(x)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 15 2011

ADM002

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## **A.1 PROJECT TITLE**

The title of this project is as follows:

"Professional Development Center Operations Support"

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

The contractor shall provide support for the operation of the U.S. Nuclear Regulatory Commission, Professional Development Center (PDC) facility. This includes general administrative and customer service, as well as classroom and logistical support for all training held at the PDC or sponsored by NRC/Human Resource Training Division.

## **A.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on September 12, 2011 and will expire on September 11, 2012. The term of this contract may be extended at the option of the Government for an additional 4 years.

Should the PDC move to a new location during the period of performance, the contractor shall continue to perform the duties of this contract at the new location in the Washington, DC area.

## **A.4 CONSIDERATION AND OBLIGATION**

(a) The total estimated cost of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$2,420,643.

(b) The order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this contract is \$120,000.00. 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.5 PRICE/COST SCHEDULE**

**Base Year: (Period of Performance: 9/12/011 - 9/11/2012)**

CLIN	Functional Labor Category	GSA Labor Category	Fixed Labor Rate	Estimated Hours	TOTAL
001	Project Manager *	Program Manager/Consultant	\$ [REDACTED]	[REDACTED]	\$ [REDACTED] 8
002	Senior Administrative Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
003	AV/Desktop Admin. Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
004	Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
005	Optional Position - Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
006	Travel (Cost Reimbursement) G&A on Other Direct Costs (15.2%)				\$ [REDACTED] \$ 1,520.00
<b>TOTAL PRICE FOR BASE YEAR</b>					<b>\$ 469,256.80</b>

\* 40 hours is budgeted for the Project Manager for the transition period from 9/12/2011-9/30/2011.

**Option Year 1: (Period of Performance: 9/12/012 - 9/11/2013)**

CLIN	Functional Labor Category	GSA Labor Category	Fixed Labor Rate	Estimated Hours	TOTAL
007	Project Manager	Program Manager/Consultant	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
008	Senior Administrative Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
009	AV/Desktop Admin. Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
010	Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
011	Optional Position - Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED] 0
012	Travel (Cost Reimbursement) G&A on Other Direct Costs (15.2%)				\$ [REDACTED] \$ [REDACTED]
<b>TOTAL PRICE FOR OPTION YEAR ONE</b>					<b>\$ 474,492.00</b>

**Option Year 2: (Period of Performance: 9/12/013 - 9/11/2014)**

CLIN	Functional Labor Category	GSA Labor Category	Fixed Labor Rate	Estimated Hours	TOTAL
013	Project Manager	Program Manager/Consultant	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
014	Senior Administrative Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
015	AV/Desktop Admin. Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
016	Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
017	Optional Position - Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
018	Travel (Cost Reimbursement) G&A on Other Direct Costs (15.2%)				\$ [REDACTED] \$ [REDACTED]
<b>TOTAL PRICE FOR OPTION YEAR TWO</b>					<b>\$ 483,286</b>

**Option Year 3: (Period of Performance: 9/12/014 - 9/11/2015)**

GLIN	Functional Labor Category	GSA Labor Category	Fixed Labor Rate	Estimated Hours	TOTAL
019	Project Manager	Program Manager/Consultant	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
020	Senior Administrative Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
021	AV/Desktop Admin. Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
022	Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
023	Optional Position - Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
024	Travel				\$ [REDACTED]
	G&A on Other Direct Costs (15.2%)				\$ [REDACTED]
<b>TOTAL PRICE FOR OPTION YEAR THREE</b>					<b>\$ 492,243</b>

**Option Year 4: (Period of Performance: 9/12/015 - 9/11/2016)**

CLIN	Functional Labor Category	GSA Labor Category	Fixed Labor Rate	Estimated Hours	TOTAL
025	Project Manager	Program Manager/Consultant	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
026	Senior Administrative Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
027	AV/Desktop Admin. Support	Sr. Systems Analyst/Sr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
028	Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
029	Optional Position - Administrative Support	Jr. Systems Analyst/Jr. Business Analyst	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
030	Travel				\$ [REDACTED]
	G&A on Other Direct Costs (15.2%)				\$ [REDACTED]
<b>TOTAL PRICE FOR OPTION YEAR FOUR</b>					<b>\$ 501,365</b>

**TOTAL ESTIMATED COST (BASE YEAR AND OPTION PERIODS):** **\$ 2,420,643**

Travel: The Government will pay up to the rates specified in the Government Federal Travel Regulation (FTR) for travel destinations. Hotel reservations will be made by the contractor and the contractor will be reimbursed for actual costs only. Back-up documentation/receipts must be included with the monthly invoice submission.

The travel costs for the Project Manager's quarterly visits will not be covered under the Travel Line Item unless pre-approved by the NRC Project Officer. The travel for the site visit for the transition period from September 12, 2011 – September 30, 2011 is reimbursable and is covered under the \$10,000 travel line item in the base period.

In accordance with Section A.10 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER GSA FEDERAL SUPPLY SCHEDULE CONTRACT, the NRC assumes that the GSA Evergreen Clause Options will be exercised. Please be advised that the fixed daily rates proposed by IIA for Option Years 2-4 may be changed if upon GSA Schedule option year(s) applicable to the Evergreen clause, the NRC reserves the right to modify the awarded contract to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

## A.6 STATEMENT OF WORK

### Statement of Work for Professional Development Center Operations

#### I. Background

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency whose mission is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. NRC staff license and inspect nuclear reactors, materials, and waste facilities to ensure compliance with applicable codes and standards during all phases of construction, testing, decommissioning, and operation.

The NRC provides classroom, self-study, and web-based training courses for its Federal employees in a variety of professional and administrative areas, such as computer training, and information technology, leadership, finance, acquisition, human resources, and communication. Most of these professional and administrative courses are provided by the Office of Human Resources, Human Resources and Training Development (HRTD). The agency's classroom and distance education courses are either off-the-shelf courses or custom designed for NRC by contractors and in-house staff.

The HR Professional Development Center (PDC) was established to support NRC in-house training requirements at its Headquarter's location. The PDC training facility is located at 7201 Wisconsin Avenue, Bethesda, MD, but the facility is moving to a new headquarters building in Rockville, MD within the next four (4) years. The current PDC facility features six classrooms with a capacity for 170 students, and two computer lab training rooms with a combined capacity of 28 students. The PDC Learning Lab houses four computers and workspace for PDC faculty and contractors to develop, test, or redesign computer-related training for the NRC. The facility also includes a student lounge and kitchen, an email-checking station, a small exhibit area, staff offices, and two multipurpose rooms.

The training classes held at the PDC are determined by the NRC and include NRC or contracted instructor-led courses and special learning events. On occasion, the PDC provides classroom instructors and materials to the NRC's remote sites or contractor facilities near those sites. NRC remote offices are currently located at Rockville, MD (Headquarters), King of Prussia, PA (Region I), Atlanta, GA (Region II), Chicago, IL (Region III), Arlington, TX (Region IV), and Chattanooga, TN (Technical Training Center). NRC is increasing its use of distance education so NRC's remote sites also receive training via the NRC's two-way video teleconferencing (VTC) system, GotoMeeting (the NRC's webinar system), or via the online courses maintained in the NRC's Learning Management System (LMS).

## **Purpose**

NRC requires contractor support for the operation of the PDC facility, including general administrative and customer service, as well as classroom and logistical support for all training held at the PDC or sponsored by HRTD. Full-time on-site contractor staff is required to manage and operate the PDC facility and coordinate with other locations if training is held off-site. Off-site training can include classroom training at an NRC regional or contractor facility, a VTC session, or a distance learning event conducted via GotoMeeting. Contractors are also needed to input and maintain the integrity of the agency's official training records in iLearn1, the NRC's current Learning Management System (LMS).

In general, the contractor shall offer superior customer service and maintain quality training and support services that sustain NRC's high performing workforce. The support tasks associated with this statement of work (SOW) include, but are not limited to, operating the PDC training facility on a daily basis, performing all the administrative and logistical support needed to deliver classroom training and distance education courses, and maintain the agency's training records in iLearn.

## **II. Statement of Work**

The contractor shall, at the NRC Project Officer's (PO) request, provide the following four services as outlined below.

1. PDC Facility Operations, Equipment, and Maintenance Support
2. General Office Administration
3. Training Delivery Support at the PDC and Offsite Locations
4. Student Records and Course Data Maintenance in the LMS

### **III.1. Task 1 - PDC Facility Operations, Equipment, and Maintenance**

#### **III.1. Requirement**

The contractor shall provide continuous oversight and control in administering and operating the PDC facility and classrooms, with the number of personnel stated in the Key Personnel section.

- a. Open the doors and operate the PDC for general administration and onsite classes from 7:30 a.m. to 4:30 p.m., except Federal holidays or when Government offices are closed by the Office of Personnel Management because of inclement weather, potentially hazardous conditions, or other special circumstances. When NRC grants Government employees administrative leave during a workday, except in potentially hazardous conditions, the contractor shall continue to provide all services required under the contract unless directed otherwise by the Contracting Officer or the Project Officer for business. When the Government experiences a delayed opening, the contractor should arrive at least 30 to 45 minutes before the scheduled opening. The contractor shall provide adequate qualified backup personnel so that the continuity of service will not be disrupted anytime during the official hours of operation.
- b. At least one contractor staff member shall arrive daily at the PDC by 6:30 a.m. to set up classrooms, and turn on AV equipment and classroom computers and podiums.

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1 iLearn is a Plateau LMS.

At least one contractor staff member shall remain at the facility until 5:30 p.m. to ensure all classrooms are properly shut down and AV equipment and classrooms computers are turned off.

- c. Protect NRC property and facilities by using and abiding by all NRC security requirements such as closing and locking doors, and always maintaining computer security and badge responsibilities. Store equipment such as laptops, AV equipment, DVD players, video cameras and other NRC equipment and hardware in locked areas of the PDC at the end of every work day.
- d. Continuously maintain an accurate and up-to-date inventory of all PDC equipment and furniture. Work with the NRC PO to review and reconcile the NRC's annual equipment inventory records. (Note: The contractor will not be expected to repair or replace defective or obsolete hardware, software, and furniture, but shall be held accountable for keeping track of all inventory in the training facility, for tracking the movement of inventory from the facility, and for immediately reporting any item that is defective, lost, or missing.)
- e. Continuously monitor the daily wear and tear on PDC furniture, equipment, and software. Notify the NRC PO within 24 hours when new furniture, equipment or software is needed, or when existing equipment and furniture needs to be repaired. In those instances when the operation of the facility requires materials not available through normal in-house supply channels, provide information or request forms to the NRC PO for approval and procurement.
- f. Prepare request forms and documentation, within 24 hours of when the need for the form or document is identified, for the PO's signature for services such as requests for supplies, equipment installation and maintenance, and courseware installation.
- g. Maintain all hardware and software in the PDC classrooms and PDC Learning Lab.<sup>2</sup> Report all computer hardware, software, and systems malfunctions requiring attention to the NRC Office of Information Services (OIS) staff and contractors within 2 hours of the occurrence, and notify the PO. Monitor the progress on resolving the problems and participate in the resolution to assist in protecting the integrity of the systems for training.
- h. On a daily basis monitor the PDC facility to keep it in a clean and orderly fashion. Promptly report any custodial problems to the NRC Administrative Services or the PO, and monitor the effectiveness of NRC's custodial services to the facility. When and as needed, wipe down the white boards, classroom table tops, computer keyboards, and monitor screens.
- i. At the end of each week, conduct a brief inspection of all PDC spaces to ensure outlets and equipment are operational, keyboards and remotes contain workable batteries,

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<sup>2</sup> The PDC Learning Lab room houses four computers and workspace for PDC faculty and contractors to develop, test, or redesign computer-related training for the NRC, or conduct LMS related activities as directed by the NRC PO or the NRC LMS PO.

and each classroom contains the standard equipment (clean white boards, erasers, white board cleaner, dry markers, flip chart stand and paper).

- j. Store all equipment, course materials, and supplies neatly; immediately clear empty boxes from the hallways, and keep the hallway pamphlet holders full of the appropriate materials at all times.
- k. Maintain and record in a secured file, all the passwords and logins on all PDC classroom and PDC Learning Lab computers, podium computers, and mail station computers. Working within the overall NRC infrastructure of computer systems, authorities, and security/access limitations, structure and administer the PDC computer labs and Learning Lab computer systems to maintain the security of the NRC network and provide the best use of the facilities and systems.
- l. Login to the email station computers every morning before 7:30 a.m. and turn them off every evening by 5:00 p.m. Immediately report any computer problems to the onsite OIS contractor staff and the PO.
- m. As soon as possible, identify vending machine maintenance and refill needs to the PO. Immediately report any equipment (copiers/fax machines, etc.) maintenance needs to the PO. Process NRC maintenance requests, as needed, for small repairs, and monitor and evaluate the effectiveness of the NRC's repair service to the facility.
- n. Continually monitor and evaluate the general administration and operation of the training facility and recommend improvements in processes, procedures, policies, and automation to the PO as needed.
- o. Maintain training support capabilities by learning new NRC computer systems when NRC modifies or updates its software. Participate in new implementations when these changes affect training facility and function. This involvement could include participating in the discussions with NRC during planning and preparation, providing insight based on the contractor's day-to-day operation of the PDC and computer training services, testing the new system in parallel with the older system, and reporting any observations and concerns to the PO. In addition, the contractor shall participate in NRC provided training on the use of the new systems and assist with the transition from the older system to the new system.
- p. Obtain security clearance and maintain unescorted building and computer access during the period of performance.
- q. Throughout the period of performance, work with the PO to identify and resolve all operational, facility, and equipment maintenance issues as they arise.

### **III 1.2 Standard**

The PDC is open and operating on time every day the Federal Government is open including fully functioning facility and equipment (such as mail stations, computers, AV equipment, classrooms, podiums, PDC Learning Lab, and vending machines). When the Government experiences a delayed opening, the contractor should arrive at least 30 to 45 minutes before the scheduled opening.

**III 1.3 Method of Surveillance**

The NRC PO will monitor the contractor's performance in this area on a monthly basis and will monitor feedback from PDC students, instructors, and visitors.

**III 1.4 Invoice Deductions**

When contractor onsite staff performance falls below the standards established in the SOW for more than 5 consecutive business days, or sporadically for more than 2 weeks, there will be a 5% percent deduction from the contractor's invoice for that particular monthly invoice.

**III 1.5 Standard**

Contractor shall ensure that the individuals listed under Key Personnel section hold a security clearance and maintain appropriate security clearance levels during the period of performance of the contract.

**III 1.6 Method of Surveillance**

The NRC PO will monitor the contractor's ability to have the appropriate staff on-site with applicable security clearance.

**III 1.7 Invoice Deductions**

When the contractor has less than the required on-site staff as indicated in the Statement of Work for more than 5 days or more than 2 weeks there will be a 5% deduction from the contractor's invoice.

**III.2 Task 2 - General Office Administration**

**III.2.1 Requirement**

The contractor shall provide continuous administrative support of office general operations and training delivery.

- a. Each day, provide a continuously high level of customer satisfaction and friendly reception as demonstrated by no written or oral complaints.
- b. Immediately provide guidance and answer each visitor's questions about the facilities resources, system configurations, security issues, equipment, and on-site contractor support. Return phone calls or emails of the same within 24 hours.
- c. Immediately respond to staff inquiries concerning enrollment, registration, course availability, training history, and other queries associated with the normal business of operating the PDC. Return phone calls or emails of the same within 24 hours.
- d. Immediately post all incoming messages for instructors and participants on the NRC message broadcast system and forward the message to the participant or instructor before close of business.

- e. Continuously monitor the training information on the HRTD internal Web site to ensure it is accurate and up to date, and notify the PM within 24 hours when changes have to be made. Post new information as directed by the PO.
- f. On a daily basis, ensure the PDC voice mail greeting accurately reflects the PDC's operation status for that day. Update the greeting as needed, and provide instructions and information for snow emergencies, class cancellations, Government closings, and other special situations.
- g. On a daily basis, coordinate and schedule room requests, including required VTC, computer, and AV equipment. Continuously maintain the accuracy of the master room reservation system and wall calendar data. Process room reservation requests within 48 hours after receipt. Work with the PO to prevent double bookings and optimize room usage. Immediately alert the PO to all potential room scheduling issues, and work with the PO and other NRC staff, as needed, to resolve the issue(s).
- h. On a daily basis, ensure PDC operations adhere to NRC security guidelines. Escort visitors and faculty through the PDC as needed.
- i. Continuously monitor the daily training information on the wall calendar to ensure it is accurate, up to date, and does not contain spelling errors. Immediately correct the calendar when errors are discovered.
- j. Every morning run the room reservation/iLearn/wall calendar synchronization process to ensure the LMS events are added to the wall calendar.
- k. Conduct a weekly review of PDC supplies and maintain an adequate supply of classroom materials in the storage closet at all times. Order supplies through the NRC supply ordering system as needed. For supplies outside the NRC Supply system, provide information or request forms to the PO for approval and procurement.
- l. Prepare request forms and documentation for the PO's signature, within 24 hours of when the need for the form or documentation is identified, for internal services such as requests for duplication of course materials, creation of graphic art work, courier service or expedited mail, and other in-house requests.
- m. Receive incoming packages of training materials. Within 60 minutes of delivery, properly log the materials in the log and store the materials. Keep the incoming package log accurate at all times. Neatly store the materials in the PDC storage closet, and email the appropriate course manager that his or her training materials have arrived by close of business of the delivery date.
- n. Maintain records of money lost in the vending machines and repay students at the time they report an incident of lost money. Maintain and accurately track the funds on a daily basis, and prepare the paperwork within 24 hours for the PO's signature when additional funding is required.
- o. Maintain and store NRC original training records (paper rosters and graded tests) on site for 5 years. File records on a daily basis and ensure the accuracy and integrity of the file system and records at all times. Keep records locked at all times. Dispose of documents older than 5 years as directed by the PO. Maintain all records and files on

site, and keep them in a neat and orderly fashion, readily available to the PO and contractor staff. All electronically created files shall also be maintained in a secure electronic folder as designated by the PO.

- p. The contractor shall follow all NRC policies for the safe, secure handling of NRC data used in the tasks of this contract. The contractor shall follow all requirements of the Privacy Act. All contractor staff with access to NRC's computers shall fulfill all NRC and Federal training requirements for those using NRC's computer systems. At this time, this includes Web-based courses on Personally Identifiable Information (PII) and computer and information security.
- q. Should a need for maintaining specific PDC records electronically arise, the contractor shall recommend a means of managing the records such as an Access database to the NRC PO. Any development of new electronic records systems by the contractor will be authorized as a modification to this contract.
- r. Maintain the conference and breakout room schedule. Process conference room requests within 24 hours of receipt.
- s. At the end of each week, prepare and distribute to appropriate NRC and contractor staff, the weekly matrix of PDC classes for the following week.
- t. Continually monitor and evaluate the general administration and operation of the training facility and recommend improvements in processes, procedures, policies, and automation.
- u. Inventory, prepare, pack, and unpack the PDC records and associated classroom, office and training materials from the Gateway Building at 7201 Wisconsin Avenue, Bethesda to a new Headquarters building in Rockville, MD, whenever the PDC move is scheduled.
- v. Fully perform all new and emerging office administrative tasks associated with operating the PDC throughout the period of performance.

### **III 2.2 Standard**

The PDC's administrative tasks and logistics are completed accurately, on time, and according to NRC policy and procedure.

### **III 2.3 Method of Surveillance**

The NRC PO will monitor the contractor's performance in this area on a monthly basis.

### **III 2.4 Invoice Deductions**

When contractor onsite staff performance falls below the standards established in the SOW for more than 3 consecutive business days, or sporadically for more than 2 weeks, there will be a 5% percent deduction from the contractor's invoice for that particular monthly invoice.

## **III.3 Task 3 - PDC Training Delivery Support at the PDC and Offsite Locations**

### **III.3.1 Requirement**

The contractor shall handle the administrative and logistical support needed to deliver NRC classroom training and distance learning.

- a. On a daily basis and as needed, receive classroom reservations requests, schedule classes in the LMS, and keep the classroom reservation system and wall calendar up-to-date, accurate and free of spelling errors. Process classroom reservation requests within 48 hours after receipt. Work with the PO to prevent double bookings and optimize room usage. Immediately alert the PO to all potential room scheduling issues, and work with the PO and other NRC staff, as needed, to resolve the issue(s).
- b. At least 30 minutes before any class, prepare contractor managed classrooms and computer labs. Ensure that AV equipment is turned on, furniture is arranged appropriately for the learning activity, needed materials and supplies are in the classroom, the VTC connection is ready, the VTC contractor has been notified and is on-site, and the course materials have been placed at each student's seat and at the podium for the instructor.
- c. Greet each instructor when he or she arrives and provide the class roster, course materials and other information they need to conduct class. Ensure that each visiting instructor has a NRC badge or an escort. Show the instructor how to operate all the AV and computer equipment and software in the classroom or computer lab. During class, respond to an instructor's requests for assistance within 5 minutes. Trouble shoot AV and computer equipment within 5 to 10 minutes. This involves either fixing the problem or installing backup equipment in the classroom such that class can reconvene within ten minutes.
- d. As needed, load and unload files, run ghosting software, set up the laptops when a classroom is temporarily turned into a computer lab, and conduct limited trouble shooting of the PDC's classroom computers and laptops in coordination and partnership with NRC OIS contractors and staff. (Note: All NRC computer systems and software are supported and maintained by the NRC's OIS and its contractors. The PDC contractor has limited administrative rights to the PDC computer systems.)
- e. As needed or requested by the PO, prepare and send correspondence to the training coordinators advertising upcoming classes at the PDC. Keep course related information on the HRTD internal Web site accurate and up-to-date by immediately notifying the PO when the Web information is incorrect.
- f. On a weekly basis, review upcoming computer lab courses for the following 2 weeks. Ensure the computer labs have the software needed to implement the courses, and verify that the event sponsor or course manager has fulfilled the NRC security requirements for reserving classrooms at the PDC. Notify the PO when procedures are not followed correctly.
- g. As needed, set up before each class and breakdown after class (same business day or next morning) equipment such as cameras, DVD players, TV monitors, and Shure phones.
- h. Ensure the PDC's inventory of laptops is available when needed to convert a classroom into a temporary computer lab by communicating PDC's need to the onsite

OIS contractor staff. Note: The NRC onsite OIS contractor is responsible for managing and maintaining the PDC's inventory of laptops.

- i. When NRC uses paper-based course evaluations, collect the course evaluations at the end of the course. Copy and place the evaluations with the class roster in the course files. Send the original course evaluations to the course manager within 5 business days.
- j. Continually monitor low-enrolled classes. Within the specified number of business days before a class start date, notify the course managers if the class enrollment is less than 85 percent capacity. As directed by the course manager, send out email notices to the enrolled employees within 24 hours when courses are cancelled.
- k. Order copies of HRTD course documents in time for them to arrive at least 10 business days before class, or remind the course manager to request copies of the materials. Prepare forms and documentation for the PO's signature within 24 hours to request in-house duplication of course materials.
- l. As needed assemble course manuals and packages of materials. When and as requested, copy and staple together last minute requests for copies of student materials.
- m. Once a week, inventory the HRTD course materials identified by the PO to ensure adequate materials are in the storage room to accommodate all the classes for the next 4 weeks. Notify the course manager when he or she needs to order materials. (Note: The PDC should never run out of course materials. At no time should a class be conducted in which the participant course materials are unavailable because of an inventory error or a late in-house printing order.)
- n. Schedule requested VTC sessions within 24 hours using NRC's online VTC reservation system, and update the PDC's calendar of VTC events in Outlook before close of business. Cancel or reschedule VTC sessions at the time of the request.
- o. Schedule requested GoTo Meeting sessions within 24 hours of the request. Two to three days before the event send the participants the access information. The day of the event work with the requester to ensure the session begins as scheduled and has no technical problems. Troubleshoot the system as needed, and cancel or reschedule existing GoTo Meeting sessions at the time of the request.
- p. Provide logistical assistance for HRTD classroom courses delivered at NRC's facilities located in NRC Headquarters; Region I, Region II, Region III, Region IV; and at the other offsite locations in these corresponding metropolitan areas. Logistical assistance includes coordinating with the course manager to identify a date, available classroom and faculty; and coordinating classroom set up with the remote site training coordinator. Mail materials and finalize all classroom arrangements at least 7 business days before the offsite class is scheduled to begin. As needed, provide onsite support for HRTD classes conducted at other Headquarter locations throughout the Washington, DC metropolitan area.

- q. Throughout the period of performance, fully perform all new and emerging tasks needed to support training delivery at the PDC.

**III 3.2 Standard**

PDC training delivery support fully meets the requirements stated in the SOW.

**III 3.3 Method of Surveillance**

The NRC PO will monitor the contractor's performance in this area on a monthly basis. There may be no more than 3 consecutive instances, or sporadically for more than 2 weeks, that the onsite staff performance falls below the standards.

**III 3.4 Invoice Deductions**

When contractor onsite staff performance falls below the standard above, NRC will deduct 3% percent from the total amount invoiced for that particular month.

**III.4 Task 4 - PDC Student Records and Course Data Maintenance in the LMS**

**III.4.1 Requirement**

The contractor shall accurately and efficiently maintain the course and student data records in the LMS.

- a. Every Thursday, prepare and distribute the following reports: weekly Student Completions Report, weekly Student Cancellation Report, and Upcoming Scheduled Training Report (identifying classes 2 months out). The last Thursday of every month, also prepare and distribute the monthly No-Show Report to recipients designated by the PO.
- b. Create or cancel items in the LMS within 48 hours of when the request is made.
- c. Create, cancel, and schedule learning events in the LMS within 48 hours of when the request is made.
- d. Register, withdraw, or cancel student enrollments within 48 hours of the request.
- e. On a daily basis, process rosters and have each roster ready the morning of class
- f. Collect signed rosters at the close of business for each class. Close out all rosters in the LMS within 24 hours after the class ends.
- g. On a weekly basis, check the LMS completion data for duplication and eliminate duplicate records. Check the weekly LMS completion data for accuracy and correct all data entry errors.
- h. As requested by PO, complete various LMS support activities such as records management, data review and input, maintenance of the LMS catalog of classroom and online courses, and administration of the online training courses and course data maintained in the LMS.
- i. As requested by the NRC PO, generate standard and custom reports from the LMS course data.

- j. Immediately respond to questions from NRC staff regarding courses and student enrollments and training records in the LMS. Return phone calls and email messages of the same within 24 hours.
- k. Upon receipt, forward technical LMS inquires and issues beyond the scope of the PDC to the iLearn Technical Support team.
- l. Throughout the period of performance, fully perform all new and emerging tasks needed for LMS training records.

### **III 4.2 Standard**

The NRC's training records, rosters, and course completions are accurate and error-free.

### **III 4.3 Method of Surveillance**

The NRC PO will monitor the contractor's performance in this area on a monthly basis. There may be no more than 3 consecutive instances or sporadically for more than 2 weeks that the onsite staff performance falls below the standards.

### **III 4.4 Invoice Deductions**

When contractor onsite staff performance falls below the standard above, NRC will deduct 5% percent from the total amount invoiced for that particular month.

## **IV. Key Personnel**

The contractor shall provide an onsite team of up to four experienced administrative, clerical personnel to provide all the administrative and logistical support needed to fully implement PDC operations and maintain superior customer service. On a daily basis, the team shall work on-site at the NRC's facility and report to the NRC PO. The PO will be responsible for overseeing PDC operations. The contractor team shall be responsible for operating the PDC, maintaining the data records in the LMS, and managing the delivery of NRC classroom and distance education courses.

Contractor staff shall work fulltime on NRC tasks. Although a reasonable amount of communication and record sharing is expected, internal contractor program management and recordkeeping shall be handled at the contractor's off-site facility by a Contract Program Manager.

The on-site contractor team shall include one member who can serve as the Senior Administrative Support who shall take the lead in working with the NRC PO to coordinate PDC daily operations. Other team positions include: one AV/Desktop Administrative Support staff member, and one Assistant Administrative Support personnel, offsite Contractor Program Manager, and OPTIONAL TASK – Assistant Administrative Support Personnel (1 person).

All onsite members of the contractor team shall work together to support the PDC's daily administrative, data management, and logistical operations and share responsibility for classroom setup and support, scheduling and customer service. While each team member is expected to have primary responsibilities for certain tasks, team members shall be cross-trained in all aspects of PDC operations so the PDC can fully function if a team member(s) is absent.

All onsite contractors shall have demonstrated experience indicating strong problem-solving and organizational skills, as well as solid customer service, teamwork and interpersonal skills. Other

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prerequisites include effective written and oral communication skills, and experience with Microsoft Office 2007 or 2010 applications. Experience in supporting training delivery and implementation, operating AV equipment, providing desktop computer support in a training environment, and working with an LMS or similar system is highly desirable for all the onsite positions.

If a member of the onsite team is unavailable for at least 5 days, the contractor will immediately provide a substitute team member. In order to support this requirement, the contractor shall have at least one person who has been cleared through the NRC Security process, available in "reserve" for on-site service, as needed.

The PO will approve the qualifications of all new staff serving under this contract should the replacement of qualified staff be required during the period of performance. All on-site contractor staff shall be able obtain and maintain at least an IT Level II security clearance, as required by and processed by the NRC. In addition, all onsite contractor staff shall learn new NRC computer systems when the NRC modifies and upgrades its software, and conduct themselves according to NRC security guidelines

**Senior Administrative Support (1 person)**

- An associate's degree (bachelor's degree preferred) and at least two years experience supporting a training facility or conference center similar to that described in this Statement of Work (SOW), including knowledge of scheduling, registration, facility management, technical support, records management, database reporting, managing supplies and inventory, and customer service.
- Demonstrated ability to provide quick, effective decisions and take all appropriate actions related to work similar in nature to that described in the SOW in order to ensure the PDC delivers superior customer service, and that training support services are provided on time and within budget.
- At least one year supporting AV equipment in a training environment, including the ability to set up podiums and projectors, and the ability to schedule and assist end-users in the use of all NRC AV equipment and training technology, including teleconferencing.
- Preferred experience of at least one year experience supporting a computer classroom or similar facility by trouble shooting minor computer problems, networking computers, communicating computer problems to computer support personnel, resetting and running ghost software, installing files, recommending improvements and solutions to problems, and solving technical problems when possible to ensure all computers are operating properly and available for use.
- General knowledge of database management systems similar to the NRC's LMS, as well as experience in using databases and producing ad hoc reporting from databases that include the use of MS Access and an LMS similar to that of the NRC.

**AV /Desktop Administrative Support (1 person)**

- An associate degree or technical school certificate, and at least two years experience supporting a computer classroom or similar facility by trouble shooting minor computer problems, networking computers, communicating computer problems to an IT specialist, resetting and running ghost software, installing files, recommending improvements and solutions to problems, and solving technical problems when possible to ensure all computers are operating properly and available for use.
- At least two years AV experience supporting a computer classroom, training center or conference center including the setting up podiums and projectors, scheduling events and assisting students or customers in the use of all onsite AV equipment and training technology including teleconferencing.
- Preferred experience of at least one years experience supporting a training facility or conference center similar to that described in this Statement of Work (SOW), including knowledge of scheduling, registration, facility management, technical support, records management, database reporting, managing supplies and inventory, and customer service.
- Preferred experience of at least one years experience in data entry, maintaining a records database or learning management system, and producing ad hoc reports for rosters, completions, etc. from databases such as those found in MS Access or a LMS similar to that of the NRC.

**Administrative Support (1 person)**

- At least two years experience in general office administrative support including ordering supplies, maintaining equipment inventories, processing facility maintenance requests, managing the in-house printing of course materials, and ordering of externally produced materials.
- Proven track record of providing a high-level of customer service and friendly reception to all customers including experience responding to inquiries such as answering student registration and facility-related questions.
- Demonstrated ability to organize and coordinate the receipt of packages of training materials which includes developing incoming mail procedures, opening incoming boxes of training materials, logging them in, storing them in the supply room, organizing and labeling materials in the storage room, and ensuring NRC has the materials needed per week, for each training class.
- Preferred experience of at least one years experience in data entry, maintaining a records database and learning management system, and producing ad hoc reports for rosters, completions, etc. from databases such as those found in MS Access or a LMS similar to that of the NRC.

- Preferred experience of at least one year's experience providing AV equipment support and assisting end-users or customers in a training environment or conference center.

**Administrative Support (OPTIONAL TASK - 1 person)**

- At least two years experience in general office administrative support including ordering supplies, maintaining equipment inventories, processing facility maintenance requests, managing the in-house printing of course materials, and ordering of externally produced materials.
- Proven track record of providing a high-level of customer service and friendly reception to all customers including experience responding to inquiries such as answering student registration and facility-related questions.
- Demonstrated ability to organize and coordinate the receipt of packages of training materials which includes developing incoming mail procedures, opening incoming boxes of training materials, logging them in, storing them in the supply room, organizing and labeling materials in the storage room, and ensuring NRC has the materials needed per week, for each training class.
- Preferred experience of at least one years experience in data entry, maintaining a records database and learning management system, and producing ad hoc reports for rosters, completions, etc. from databases such as those found in MS Access or a LMS similar to that of the NRC.
- Preferred experience of at least one year's experience providing AV equipment support and assisting end-users or customers in a training environment or conference center.

**Program Manager**

During the life of the contract, the contractor shall assure that the PDC operations are of the highest quality, the staff is fully qualified, and the contractor meets all the deliverables specified in Section III of this SOW. To support these activities, the contractor shall provide a contract liaison or program manager who oversees the project on behalf of the contractor and serves as a point of contact for the NRC PO and the on-site contractor team.

The contractor's program manager officer shall be available Monday through Friday, during normal business hours (e.g. 8:30 am to 5:00 pm local time), to implement tasks pertaining to the contract and respond to all NRC requests. This person shall be empowered by the contractor's organization to promptly respond to and resolve contractual, billing and (contractor) personnel issues, as well as manage all aspects of the contractor's participation in the contract.

The contractor's program manager shall not be located at the NRC; however, this individual shall visit the PDC at least once a quarter, and maintain contact with the NRC PM via email, telephone,

fax or letter, as needed, to ensure the contract is fully and properly executed to the NRC's satisfaction at all times. In addition, this person shall be cleared through the NRC Security process.

The requirements for this position include

- An associate's degree (bachelor's degree preferred)
- At least 8 years direct experience managing a large multi year contract supporting a training facility or conference center or other facility similar to that described in this Statement of Work (SOW).
- Demonstrated knowledge and experience in report writing and financial analysis sufficient for cost reporting, maintaining records, accurate invoicing, and monthly activity reports and other ad hoc reports as required.

#### **VI. Deliverables**

In addition to meeting all the operational requirements and standards specified in Section III, the contractor shall also provide the following.

- Ensure completion and timely delivery of a monthly status report specifying operating status, pending and resolved issues and other data as needed to fully support PDC operations. Status reports should be delivered to the PM no later than the 5 business days after the end of each month.
- Ensure completion and timely delivery of the following reports:
  - weekly student completion (by 3:00 p.m. every Thursday)
  - weekly student cancellations (by 3:00 p.m. every Thursday)
  - weekly upcoming, scheduled training (by 3:00 p.m. every Thursday)
  - weekly no-show (by 3:00 p.m. the last Thursday of every month)
  - weekly matrix of upcoming PDC classes (by 3:00 p.m. every Friday)
  - monthly listing of off-site training sessions (can be included in the monthly status report)
  - classroom equipment inventory (updated every quarter)
  - annual equipment inventory report (updated every November or as otherwise scheduled by the NRC)
  - other annual and ongoing reports to fully support PDC operations, as the need arises.
- Maintain accurate and orderly files of training rosters, tests, and other course and student information as required by Federal regulation and the NRC. All files shall be labeled, easily identifiable, neatly organized, and kept in a locked file cabinet.
- Within 15 calendar days of the end of each month, invoice the NRC for the monthly expenses of the previous month. Invoices not received within 15 calendar days will result in the NRC deducting \$100 from the total invoice fee for every business day the invoice is late. The contractor's invoice shall identify the contractor's monthly costs for each cost center or staff member, as well as the cumulative totals of each, and the grand total.

**VII. Travel**

If travel outside the Washington DC (Metropolitan Area) is needed, the contractor shall be responsible for making all travel arrangements. All travel expenses shall be reasonable and in accordance with the Government Travel Regulations in effect at the time the travel is undertaken. The contractor shall submit itemized receipts for travel expenses when invoicing the NRC, and shall include supporting documentation for travel such as lodging receipt, copy of airline ticket, copy of rental car receipt or cab receipt(s).

Local travel costs, such as mileage and parking or metro fares within the location of the contractor's metropolitan area or the DC metropolitan area, will be reimbursed by the NRC. Headquarters and local parking at the PDC is not provided by the NRC.

**VIII. NRC Contact Information**

**VIII.1 PDC Location, Project Officer, and Mailing Instructions**

Material delivered to  
PDC c/o Headquarters: U.S. Nuclear Regulatory Commission  
Professional Development Center  
11555 Rockville Pike  
Rockville, MD 20852-2738  
ATT: Dennise Orlando, Mail Stop GW4 A1

Courier or direct delivery  
to PDC Project Officer: U.S. Nuclear Regulatory Commission  
Dennise Orlando  
Professional Development Center  
7201 Wisconsin Avenue, Suite 425  
Bethesda, MD 20814-4810  
(301) 492-2002

**VIII. 2 NRC Regional Locations and Contacts**

The contractor shall send materials to the applicable regions when training sessions are held away from NRC. For each of the NRC's four regions and the Technical Training Center, the following addresses shall be used until further notice:

Region I Office: Ms. Christine O'Rourke  
U.S. NRC, Region I  
475 Allendale Road  
King of Prussia, PA 19406-1415  
(601) 337-5700

Region II Office: Ms. Bridget Evans  
U.S. NRC, Region II  
245 Peachtree Center Ave, Suite 1200  
Atlanta, GA 30303-1257  
(404) 997-4837

Region III Office: Ms. Chad McCormick  
U.S. NRC, RIII  
2443 Warrenville Road, Suite 210  
Lisle, IL 60532-4352  
(630) 829-9552

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**Region IV Office:**

**Ms. Loretta Williams  
U.S. NRC, RIV  
611 Ryan Plaza, Suite 400  
Arlington, TX 76011-8064  
(817) 860-8219**

**NRC Technical  
Training Center:**

**Ms. Jan Patterson  
U.S. NRC, Technical Training Center  
5746 Marlin Road, Suite 200  
Chattanooga, TN 37411-5677  
(423) 855-6505**

## **XI. NRC Security Considerations**

Contractor employees are not permitted access to NRC's computers without the appropriate NRC IT Level II security clearance. Contractor employees also require clearance for unescorted access to NRC buildings. The contractor shall complete the NRC's security applications and fingerprinting forms for each individual needing unescorted access in NRC buildings and access to NRC's computers. The forms shall be delivered, sealed in an envelope, to the PO for submission to NRC Security.

The NRC shall have and exercise full and complete control over granting, denying, withholding, or terminating IT Level II security access and building access approvals for individuals needing regular unescorted access to NRC's sites under this contract. While at NRC, all contractor personnel shall wear their NRC-provided badge at all times and follow all NRC security procedures.

The contractor shall advise the PM of the termination or dismissal of any employee who has applied for, or has been granted, NRC clearances. The contractor shall obtain and return to the PM any and all photo identification or access badges of all individuals who no longer require access to NRC space or its computers.

In connection with the performance of work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose any information in whole or part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return all information to the NRC or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the NRC's IT equipment and/or services, as their first action using the equipment or service. Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the agreement to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency wide notices. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

The NRC reserves the right to deny or withdraw the contractor's use or access to NRC IT equipment and services, or take other appropriate agreement administrative actions (e.g., disallow costs, terminate for cause) should the contractor violate their responsibility under this clause.

**XII. Government Furnished Facilities, Supplies, and Equipment**

Upon award of this contract, each support staff shall be provided a cubicle, computer and monitor, and other normal office supplies as needed for the performance of the awarded contract. In general, the NRC will provide:

- Office space, computer, phone, and workstations for the on-site contractors in the PDC
- General office supplies such as filing folders, staplers, and paper
- Shared office copiers and fax machines for PDC on-site staff
- All classroom supplies such as easels and flip charts, dry erase markers, and writing pens and paper
- Classroom, Learning Lab, and email station computers
- Classroom AV equipment such as VCR/DVD/VTC/LCD/video camera equipment, microphones, TV monitors, and overhead projectors
- Applicable NRC forms including security clearance forms
- Privacy Act and NRC Security requirements guidance
- Reproduction services—for internally developed NRC course materials
- Existing inventories of PDC equipment and lending library materials
- Sample reports
- Copies of HRTD and PDC policies, procedures, protocol, and LMS job aids

All training equipment and computers located in the PDC facility, classrooms, and computer and learning labs are provided by the NRC for contractor use in the operations of the facility. The classroom and podium computers are installed on the NRC network with NRC infrastructure software. All NRC computer systems and software are supported and maintained by the NRC OIS. The contractor has limited administrative rights to the PDC computer systems due to security concerns and other existing contracts managed by OIS.

In order to support classroom training however, the contractor will be able to load and unload courseware files, run ghosting software, set up the laptops when a classroom is temporarily turned into a computer lab, and conduct some troubleshooting of the PDC's classroom

**DELIVERY ORDER TERMS AND CONDITIONS**

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**A.7 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20  
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

[X] 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

**A.8 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Ms. Dennise Orlando, NRC Project Officer

Address: U.S. Nuclear Regulatory Commission  
Gateway Building  
7201 Wisconsin Avenue, Suite 425  
Mail Stop: GW4A1  
Bethesda, MD 20814-4810

Telephone Number: (301) 492-2002

Any modifications to the statement of work, cost, or period of performance of this delivery order must be issued by the Contracting Officer and will be coordinated by the Project Officer.

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

#### **A.9 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

- Program Manager; Ms. Martha Wallus
- Senior Administrative Support; Ms. Robin Johnson
- AV Desktop Administrative Support, Ms. Kivette Daniels

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.

#### **A.10 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.

**A.11 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.

**A.12 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 from the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years and six months.

**A.13 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$10,000/per year without the prior approval of the contracting officer.

(b) 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 prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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.

#### **A.14 INVOICE SUBMISSION**

Invoices shall be submitted to the following address (See Attachment I for Time and Material Billing Instructions):

Department of Interior / NBC  
NRCPayments@nbc.gov  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

#### **A.15 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.16 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, [www.uscis.gov](http://www.uscis.gov).

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

#### **A.17 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.18 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

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

### **A.19 PROHIBITION OF FUNDING TO ACORN (NOV 2009)**

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: [http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-02.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf)

### **A.20 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)**

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

- (1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and
- (2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text

messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

#### **A.21 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is

approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which

access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

#### **A.22 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (July 2007)**

The contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The contractor shall pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past 10 years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten

business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. *Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.*

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the *OPM Form 85P and the contractor's pre-screening record*. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### **CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST**

The contractor shall immediately notify the PO when a contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the contractor

employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

**A.23 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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

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

**A.24 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous

equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:  
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>.

## **A.25 LEGAL HOLIDAYS**

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

**ATTACHMENTS**

- **Labor Hour/Time and Materials Billing Instructions**

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**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 invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

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

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments\\_NBCDenver@NBC.gov](mailto:NRCPayments_NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

**Purchase of Capital Property:** (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**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 claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

instructions for preparation and Itemization of the Invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

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

**2. Invoice/Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. 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).

c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

**BILLING INSTRUCTIONS FOR  
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h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

i. Property. 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.

j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

**BILLING INSTRUCTIONS FOR  
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(4) **Materials Handling Fee.** Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) **Consultant Fee.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

o. **Total Amount Billed.** Insert columns for total amounts for the current and cumulative periods.

p. **Adjustments.** Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. **Grand Totals.**

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**3. Sample Invoice/Voucher Information**

**Sample Invoice/Voucher Information (Supporting Documentation must be attached)**

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
<b>(b)</b>	<b>Total Amount Billed</b>	\$ _____	\$ _____
<b>(c)</b>	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
<b>(d)</b>	<b>Grand Total</b>	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

**SAMPLE SUPPORTING INFORMATION**

The budget information provided below is for format purposes only and is illustrative.

**Cost Elements:**

**1) Direct Burdened Labor - \$4,800**

Labor <u>Category</u>	Hours <u>Billed</u>	Burdened <u>Rate</u>	<u>Total</u>	Cumulative <u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*

**BILLING INSTRUCTIONS FOR  
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- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100  
 6 Pairs Electrostatic gloves @ \$150.00 = \$ 900  
 \$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A = \$10,000  
 Company B = \$20,000  
 \$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

**4. Definitions**

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Technical Certification

As prescribed in Subpart 13.106-1(b) of the Federal Acquisition Regulation, the above described justification for Other Than Full and Open Competition is hereby certified.

9/9/11

Date

  
Malion Bartley, Project Manager  
NRC Office of the Inspector General

Contracting Officer's Certification

In accordance with FAR Part 13.106-1 (b), the accuracy and completeness of the Justification for Other than Full and Open Competition for a purchase order with Fiserv for the maintenance of the Headquarters Receive Sentry Software is hereby certified

\_\_\_\_\_  
Joseph Widdup, Contracting Officer  
Information Management and Technology Branch  
Division of Contracts

\_\_\_\_\_  
Date

MEMORANDUM TO: Wanda M. Brown, Contracting Officer.

The undersigned acknowledges the PO appointment on Contract No. NRC-HQ-11-P-36-0001 EnCase Enterprise Cybersecurity and accepts the duties, responsibilities and limitations described in the delegation and appointment memorandum. Your signature also serves as certification that you have read and understand the contents of MD 11.1. The original copy of this designation should be retained for your file.

I understand and accept that you, as the Contracting Officer, reserve the authority to cancel this PO appointment.

As such:

I agree to satisfy and perform the contract management duties assigned to me in accordance with the ethical standards of conduct for procurements and for federal employees.

I agree to diligently monitor the technical performance of the contractor to ensure that technical requirements under the contract are met by the delivery date or within the period of performance set forth in the contract.

I agree to partner with the CO by keeping him/her informed of any technical difficulties arising under the contract.

I agree to promote fair and open competition whenever possible.

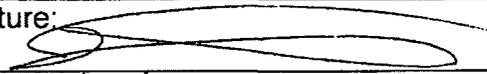
I agree not to make any commitments or otherwise obligate or bind the government to make any changes to the contract.

I agree not to make any commitments or obligations that would otherwise go beyond the limits of my PO delegation.

**Receipt of this designation is acknowledged.**

Name: (Print or type) MALION BARTLEY	Signature: 
Title: Team Leader	Date: 9/9/11

**Supervisor Acknowledgement:**

Name: (Print or type) Joseph A. McMillan	Signature: 
Title: AIG I	Date: 9/9/11