

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

1 REQUISITION NO  
RFPA#: HR-11-185 & 308  
FAIMIS#: 112581/113608

PAGE 1 OF

66

2 CONTRACT NO. GS02FG010J	3 AWARD/EFFECTIVE DATE 09-15-2011	4 ORDER NO NRC-HQ-11-F-36-0001	5 SOLICITATION NUMBER NRC-HQ-11-R-36-0029	6 SOLICITATION ISSUE DATE
7 FOR SOLICITATION INFORMATION CALL.	a. NAME Erika Eam	b. TELEPHONE NO. (No Collect Calls) 301-492-3492	8 OFFER DUE DATE/LOCAL TIME	
9 ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 611430 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$7 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b RATING N/A	14 METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15 DELIVER TO U.S. Nuclear Regulatory Commission  Washington DC 20555	CODE	16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		
17a. CONTRACTOR/OFFEROR MANAGEMENT CONCEPTS, INC.  6230 LEESBURG PIKE STE 800 VIENNA VA 221822639 TELEPHONE NO	CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	
17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide all resources (personnel and materials) as necessary to furnish the services identified in the Statement of Work (SOW) entitled "HRTD Course Delivery and Development", in Section B of this Delivery Order.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R#: 2011-84-51-H-192; Job Code: T8488; BOC: 252A; Appr. No.: 31X0200 DUNS#: 040535536; NAICS Code: 611430; Obligated Amount: \$76,000.00 (\$23,500.00 & \$52,500.00)	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$1,651,144.00
--	---

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	

10a. SIGNATURE OF OFFEROR/CONTRACTOR <i>CS Pillifant</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sheila Bumpass</i>
10b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Steve B. Pillifant Managing Editor	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila Bumpass Contracting Officer
30c. DATE SIGNED 9/13/11	31c. DATE SIGNED 9/13/11

1 AUTHORIZED FOR LOCAL REPRODUCTION  
2 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE OCT 05 2011

ADM002

## Table of Contents

<b>SECTION A</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
<b>SECTION B - CONTINUATION BLOCK</b>	<b>3</b>
B.1 GENERAL	3
B.2 MINIMUM AND MAXIMUM AMOUNTS	3
B.3 PRICING SCHEDULE	3
B.4 STATEMENT OF WORK	6
<b>SECTION C - CONTRACT CLAUSES</b>	<b>29</b>
ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL	29
C.1 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	29
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2010)	29
C.3 52.216-18 ORDERING (OCT 1995)	34
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)	34
C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)	35
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	35
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	35
C.8 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	35
C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	36
C.10 2052.204.70 SECURITY (MAR 2004)	36
C.11 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)	38
C.12 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)	38
C.13 2052.215-70 KEY PERSONNEL (JAN 1993)	38
C.14 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)	39
C.15 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT – ALTERNATE 1 (OCT 1999)	41
C.16 2052.216-72 TASK ORDER PROCEDURES (COT 1999)	41
C.17 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS	42
C.18 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006) (2052.204-71)	42
C.19 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)	43
C.20 DRUGFREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS	43
C.21 FEDERAL HOLIDAYS	44
C.22 FSS RFQ INTRODUCTORY LANGUAGE	44
C.23 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS – GENERAL	44
C.24 OPTION PERIODS – TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)	47
C.25 PROHIBITION OF FUNDING TO ACORN (NOV 2009)	48
C.26 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)	48
C.27 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007))	48
C.28 WHISTLEBLOWER PROTECTING FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)	50
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b>	<b>51</b>

**B.1 GENERAL**

- (a) The contractor will provide Training Services for the United States Nuclear Regulatory Commission's Personnel;
- (b) The contract term includes a base period of thirteen (13) months and one 11-month option period from time of award;
- (c) The contract will be an Indefinite Quantity Commercial Item Contract with firm fixed unit prices.

**B.2 MINIMUM AND MAXIMUM AMOUNTS**

(a) The USNRC will order a minimum amount of **\$25,000.00** under this contract. The USNRC will have the entire term of the contract to fulfill the contract minimum. The specific CLINs and quantities will be identified in the work order(s) issued under this contract. During the life of this contract, the USNRC may order items in any quantity up to the maximum amount specified in paragraph (b) below. If the minimum amount has not been ordered then the USNRC will exercise the option for the next year.

(b) There are no maximum quantities or amounts for each individual CLIN, work order, contract period, or contract. The maximum aggregate amount of all work orders issued under all contract awarded shall not exceed **\$1,651,144.00** for the entire term of the contract, including all options which may be exercised.

**B.3 PRICING SCHEDULE**

All unit prices are fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit) necessary to provide the Training services required in the solicitation.

The line items indicated below are line items that may be ordered throughout the duration of the contract on an as needed basis.

**Base Period – September 15, 2011 – October 14, 2012**

<u>Item Number</u>	<u>Course Titles</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<i>Internal NRC Courses</i>					
0001	ID #1001 – ADAMS P8 (1 day)		Course		
0002	ID #33 – Administrative Control of Funds (ACF) (2 days)		Course		
0003	ID #941 – Adobe Acrobat 9 (2 days)		Course		
0004	ID #1001 – Correspondence Management: Basic Course (2 days)		Course		
0005	ID #1081 – Correspondence Management: SECY Papers (1 day)		Course		
0006	ID #124 – Financial Management Seminar (2 days)		Course		
0007	ID #146 – Informs Filler and Queries (1/2 day)		Course		
0008	ID #2086 – Introduction to		Course		

**NRC-HQ-11-F-38-0001**

	SharePoint 2007 (2 days)				
0009	ID #180 – Microsoft Project 2007: Introduction (1 day)		Course		
0010	ID #1114 – NRC Grammar Classroom Course (1 day)		Course		
0011	ID #1116 – NRC Proofreading Classroom Course (1 day)		Course		
0012	ID #1115 – NRC Punctuation Classroom Course (1 day)		Course		
0013	ID #290 - Reimbursable Work Workshop (RWW) (1 day)		Course		
0014	ID #981 – SharePoint Skills for Site Owners (3 days)		Course		
	Contractor Provided Courses*				
0015	ID #776 – Briefing Techniques (3 days)		Course		
0016	ID #225 – Mid-Career Retirement Planning (2 days)		Course		
0017	ID #1061 – Pre-Retirement: CSRS Only (2 days)		Course		
0018	ID #1062 - Pre-Retirement: FERS Only (2 days)		Course		
0019	ID #1002 – Technical Writing (3 days)		Course	\$	
	Contractor Labor Support				
	Schedule of Supplies/Services	Unit Price (Per HR)	Quantity		
			Minimum	Maximum	
0020	Instructor (Loaded Hourly Rate)**		HR	HR	
0021	Course Designer/Developer (Loaded Hourly Rate)**		HR		
0022	Project Manager (Loaded Hourly Rate)**		HR		
0023	Travel*** (Not-To-Exceed)	\$ (Not-To-Exceed)			
0024	Alternate Training Venues (Not-To-Exceed)	\$ (Not-To-Exceed)			
Total Based on Maximum		NTE \$825,572			

**Option Period 1 – October 15, 2012 – September 14, 2013**

<u>Item Number</u>	<u>Course Titles</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<i>Internal NRC Courses</i>					
1001	ID #1001 – ADAMS P8 (1 day)		Course		
1002	ID #33 – Administrative Control of Funds (ACF) (2 days)		Course		
1003	ID #941 – Adobe Acrobat 9 (2		Course		

**NRC-HQ-11-F-38-0001**

	days)				
1004	ID #1001 – Correspondence Management: Basic Course (2 days)		Course		
1005	ID #1081 – Correspondence Management: SECY Papers (1 day)		Course		
1006	ID #124 – Financial Management Seminar (2 days)		Course		
1007	ID #146 – Informs Filler and Queries (1/2 day)		Course		
1008	ID #2086 – Introduction to SharePoint 2007 (2 days)		Course		
1009	ID #180 – Microsoft Project 2007: Introduction (1 day)		Course		
1010	ID #1114 – NRC Grammar Classroom Course (1 day)		Course		
1011	ID #1116 – NRC Proofreading Classroom Course (1 day)		Course		
1012	ID #1115 – NRC Punctuation Classroom Course (1 day)		Course		
1013	ID #290 - Reimbursable Work Workshop (RWW) (1 day)		Course		
1014	ID #981 – SharePoint Skills for Site Owners (3 days)		Course		
<i>Contractor Provided Courses*</i>					
1015	ID #776 – Briefing Techniques (3 days)		Course	\$	
1016	ID #225 – Mid-Career Retirement Planning (2 days)		Course		
1017	ID #1061 – Pre-Retirement: CSRS Only (2 days)		Course		
1018	ID #1062 - Pre-Retirement: FERS Only (2 days)		Course		
1019	ID #1002 – Technical Writing (3 days)		Course		\$12,000
<i>Contractor Labor Support</i>					
	Schedule of Supplies/Services	Unit Price (Per HR)	Quantity		
			Minimum	Maximum	
1020	Instructor (Loaded Hourly Rate)**		HR		
1021	Course Designer/Developer (Loaded Hourly Rate)**				
1022	Project Manager (Loaded Hourly Rate)**				
1023	Travel*** (Not-To-Exceed)	\$ (Not-To-Exceed)			
1024	Alternate Training Venues (Not-To-Exceed)	\$ (Not-To-Exceed)			
<b>Total Based on Maximum</b>			<b>NTE \$825,572</b>		

NOTE:

\* Prices include Participant Handbooks and any associated workshop training materials;

\*\* Loaded Hourly Rates – The fixed hourly rate listed is "loaded" and shall only include the following: Salary cost or consulting fee of the individual providing the services; Payroll costs (fringe benefits, FICA, etc.); Indirect costs applicable to labor; and Profit or fee, if any;

\*\*\* Travel – The contractors travel must be pre-approved in writing in accordance with USNRC Government Travel Regulations.

## B.4 STATEMENT OF WORK

### HRTD Course Delivery, Revision and Customization

#### 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 in order to protect public health and safety, promote the common defense and security, and protect the public and the environment from the effects of radiation. 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, and decommission 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 (HR), Human Resources Training and Development (HRTD). The agency's classroom and distance education courses are either Commercial Off-The-Shelf (COTS) courses or custom designed for the NRC by contractors and in-house staff.

The HR Professional Development Center (PDC) was established to support NRC in-house training requirements at its Headquarters' location. The PDC training facility is located at 7201 Wisconsin Avenue, Bethesda, MD, and 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.

NRC offices are currently located at Rockville, MD (Headquarters), King of Prussia, PA (Region 1), Atlanta, GA (Region 2), Chicago, IL (Region 3), Arlington, TX (Region 4), and Chattanooga, TN (Technical Training Center [TTC]). Training held at the PDC shall be determined by the NRC and includes NRC or contracted instructor-led courses and special learning events. On occasion, the PDC provides classroom instructors and materials to the NRC's sites or facilities near those sites. NRC is increasing its use of distance education so NRC's remote sites also receive training via the NRC's two-way audio and video teleconferencing (VTC) system, GotoMeeting (the NRC's current webinar system), or a library of online courses maintained in iLearn, the NRC's Learning Management System (LMS).

#### Purpose

The objective of this contract is to provide the NRC with COTS courses and personnel to support the delivery of quality training to NRC's workforce, as well as customization of COTS courses or revisions of NRC courses. This training will focus on the following topic areas: oral and written communication; office administration and internal administrative practices; Microsoft Office and other common computer applications, as well as NRCs in-house

computer applications such as Agencywide Documents Access and Management Systems (ADAMS); financial management; pre-retirement training; and other topics that may arise during the period of performance. Course sessions will be delivered primarily at the PDC. Some sessions however, may be delivered in Regional Offices as well as other locations in the DC Metro area.

## **II. Statement of Work**

The contractor shall provide, at the NRC Project Officer's (PO) request, the four tasks listed below.

1. Instructors
2. Course Materials
3. Course Revision or Customization
4. Curriculum Management Support

## **III. Required Tasks**

### **III.1. Task 1 - Instructors**

#### **III.1.1 Requirement**

The contractor shall provide qualified instructors to deliver COTS and in-house NRC courses offered at the PDC or NRC's facilities located at Headquarters or the Regional sites. Courses may be delivered in the classroom, via GotoMeeting, or via the NRC's Video Conferencing (VTC) system. The contractor shall:

- a. Provide two instructors per each NRC and COTS titled courses throughout the entire period of performance, which is to include one highly qualified primary and one equally qualified back-up instructor. All instructors shall be highly knowledgeable in the subject area, and have strong facilitation skills and experience teaching the topic(s) associated with their teaching assignment. As needed, provide classroom instructors who are able to, or have experience in, adjusting their presentation style to include those virtually participating via a VTC broadcast, or can teach courses in a webinar format.
- b. Provide each instructor with all of the course information necessary to successfully teach their assigned course session(s). Make sure each instructor adequately prepares for each session including reviewing the course materials and conversing with NRC subject matter experts (SMEs), as directed by the PO.
- c. Notify the PO and the PDC staff of the audio, VTC, or AV equipment the instructor needs to conduct the class session. For computer application classes, advise the PO and the PDC staff of any required software installation on the classroom computers and any special hardware requirements, as needed. This information shall be provided to the PO no less than 8 business days before the class start date.
- d. Notify the PO of the name of any non-badged instructor so the PO can enter the instructor's name into the NRC's Visitor Access Request System (VARs). This information shall be provided to the PO no less than 8 business days before the class start date.
- e. Require each instructor fulfills the prepared course preparation activities. These activities include checking that the required teaching resources, equipment, instructional materials, slides, visual aids, and display materials for reference are in the classroom; as well as arriving no less than 30 minutes before class. Also, between arrival time and the start of class, the instructor shall become familiar with the classroom equipment and verify that all the participant materials are in the classroom. Computer application instructors shall test the computer equipment and complete any necessary setup before class begins.
- f. Start all contractor-led courses on time, as scheduled.

- g. Require each instructor to meet the minimum standards for effective instructional delivery which include the following:
- i. Create a professional learning experience in the classroom by being organized, well-versed in the subject matter, and use the best instructional approach, program devices, techniques, and strategies to suit delivery of the training content.
  - ii. Be responsible for reading and understanding the course materials and be able to articulate in a clear, precise fashion the course content.
  - iii. Facilitate classes with an estimated class size of 10 to 35 participants for non-computer classes, 10 to 16 participants for computer application courses and 35 or more participants for retirement courses. (Note: The number of participants in each course session may vary based on agency need, and one session of a course may occasionally be scheduled in order to support one-on-one training requirements).
  - iv. Present the course(s) as designed. If substituting or adding materials to the course(s), furnish one copy of any substituted or added materials (i.e., DVDs, CDs, videotapes, LCD slides, books, handouts, or other materials) to the NRC PO for review and approval at least 2 weeks before the session start date. All substituted or added materials must be approved by the PO prior to use in the classroom.
  - v. Facilitate discussion and interactive feedback with participants rather than simply disseminating information or presenting the content.
  - vi. Involve the participants in sufficient exercise and practice with the subject matter to reinforce their achievement of the objectives and recall of the information provided.
  - vii. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way present the course to help correct problems and improve the participants' opportunity to learn.
  - viii. Maintain control of the learning time so the presentation of information and exercises remain organized and timely, key points and course objectives are met, and breaks are provided within the overall course schedule.
  - ix. Address disruptive students, remove or correct barriers to learning during a training session, and recommend a resolution to such deficiencies before the start of the next scheduled session of the course.
  - x. Manage distractions tactfully, and consistently control questions that are of minimal interest to the class as a whole and can be answered later or individually.
  - xi. Become familiar with, and inform the students of, the NRC's emergency evacuation procedures at the start of each instructor-led class<sup>1</sup>. Circulate the class roster for signature every day. Return the signed roster to the PDC at the end of class.
  - xii. Leave the training room in a neat and clean condition. Upon course completion, remove all teaching materials, including used flip chart sheets, and extra handout materials, etc., that were used in the presentation of the course. Return unused course materials to the PDC staff.

---

<sup>1</sup> Approximately 1 minute will be required to cover the information. PDC evacuation information will be provided to the contractor upon contract award.



- xiii. Provide at least one 10-minute break during the morning session and one 10-minute break during the afternoon session, or provide breaks as agreed upon by the PO or as determined by the course design.
- h. Ensure each instructor understands and follows all NRC security procedures and policies while working in the NRC.
- i. Ensure all instructors meet the performance requirements described in this Statement of Work (SOW). During the period of performance, all instructors shall consistently receive an average rating of 4 on a scale of 5 (very satisfactory) to 1 (very unsatisfactory). If the course evaluations or direct observation indicate that an instructor cannot satisfy the requirements of the contract, or receives ratings below 4 on the student evaluations for three or more courses during a one year period, the PO may ask the contractor to remove the instructor from the roster and provide a qualified replacement, while maintaining the approved course schedule. See Appendix E for a sample of NRC's electronic evaluation survey.
- j. If an instructor resigns or is unable to deliver a class as scheduled, the contractor shall immediately provide an alternate to support delivery of the class session as scheduled. When substituting an instructor, the contractor shall replace the instructor with an instructor that is as qualified or more qualified than the instructor that is departing. The contractor shall obtain the NRC PO's approval prior to substituting the back-up instructor. Whenever possible, maintain the approved course schedule when substituting instructors.
- k. The PO shall request the contractor find a qualified replacement for any instructor who repeatedly (more than three times a year) arrives late, does not properly prepare the classroom, or comes to class unprepared to teach the course content at no additional cost to NRC. If a contractor-provided instructor fails to meet his or her commitment to teach on a scheduled day, the NRC may request that the instructor be barred from teaching under this contract and the contractor shall provide a qualified replacement and reschedule the course at a mutually agreeable date without additional cost to the NRC.

## **III.2 Task 2 – Course Materials**

### **III.2.1 Requirement**

The contractor shall deliver a variety of open enrollment courses posted in the HRTD's annual schedule. This schedule is located in the NRC course catalog in iLearn. These courses include in-house NRC classroom and distance education courses, as well as the contractor's COTS courses. (Refer to Appendix A for the course list.) Classes at the PDC begin no earlier than 8:00 a.m. and end no later than 4.15 p.m., unless otherwise stated at the time of scheduling. Most courses delivered under this contract will be held at the PDC or a Headquarters location in the D.C. metropolitan area. On occasion however, the contractor may be asked to deliver a course at NRC's facilities located in Region I, Region II, Region III, Region IV, or at another offsite location in these metropolitan areas. The contractor shall:

- a. Deliver the NRC's in-house courses scheduled in the NRC catalog. See Appendix B for course titles and dates, and Appendix D for the session dates.
- b. Provide the contractor's COTS classroom courses for the topics listed in Appendix C.<sup>2</sup> (Note: It is estimated that the NRC may wish to add anywhere from 1 to 3 COTS titles to the current list of courses throughout the period of performance; however, the implementation of the new courses will be determined by agency need and financial resources).

---

<sup>2</sup> When the contractor cannot offer NRC a COTS course that directly fits NRC's specific needs, the NRC may request that the contractor customize an existing COTS course or course materials. Course customization is defined in Section III.3 of this SOW.

- c. Deliver the in-house and COTS courses for fourth quarter FY2011 and first quarter FY 2012 as scheduled in the NRC course catalog. See Appendix D for the course session dates.). If a qualified instructor cannot be found for a scheduled session(s), the contractor will work with the PO to identify an alternative date(s) at no additional cost to the NRC. All alternative delivery dates must be approved by the NRC PO.
- d. Add or remove sessions from the NRC course calendar and catalog as directed by the PO within 2 weeks of the request and at no additional cost to the NRC. (Note: The NRC reserves the right to cancel or reschedule a specific session, add a new course title, or retire existing course title any time throughout the period of performance.)
- e. Provide each NRC participant one complete copy of the course materials per scheduled session.<sup>3</sup>
- f. Adhere to the NRC's Level 1 evaluation collection process<sup>4</sup> and review the participant evaluations to assess the quality of the course content, materials, and delivery. (See Appendix E for a sample of NRC's electronic evaluation survey.) The NRC reserves the right to make changes to the evaluation form questions, or change the evaluation form collection process as necessary to meet its reporting requirements.
- g. Ensure the COTS and customized courses provided by the contractor consistently receive an average rating of four on a scale of five (very satisfactory) to one (very unsatisfactory). If the course evaluations or participant feedback indicates that a course cannot satisfy the requirements of the contract, or consistently receives ratings below four on the student evaluations for 3 consecutive months, the PO may ask the contractor to replace the course and course materials while maintaining the approved course schedule.
- h. Web-based training materials that are SCORM and 508 compliant as an alternative or supplement to the NRC's classroom curriculum. Provide effective, interactive Web-based instructional materials that comply with the infrastructure of iLearn, the NRC's LMS. Design and development of web-based courses shall be in accordance with ISD training principles and NRC guidelines. (Note: Should NRC change to another LMS system, the contractor is expected to use the new system requirements for any courses developed under this SOW.)
- i. Webinar courses delivered via GoToMeeting. Should NRC change to another system, use the new system to deliver NRC's webinar courses.

### III.3 Task 3 - Course Revision or Customization

#### III.3.1 Requirement

The contractor shall revise existing NRC courses or customize COTS courses. The contractor shall provide course customization assignments in accordance with project schedules and deliverable requirements established in a written task order. The contractor shall:

- a. Revise COTS or customize existing NRC courses as described below.

Revisions: The contractor shall make minor revisions to NRC in-house courses to maintain accuracy and relevancy of the teaching materials and to reflect participant comments on the value of the topic taught, such as whether more emphasis should be placed on a particular topic or whether a topic has no relevancy or is redundant to material taught in another course of the program. Examples of revisions include, but are not limited to, revising an organizational chart, updating portions of the content to reflect

<sup>3</sup> Internal NRC courses and NRC specific courses developed by the contractor shall be printed internally via the NRC Copy Center, unless the materials are copyrighted and published externally.)

<sup>4</sup> Students submit an online course evaluation form after class. The forms are available to the students in iLearn, the NRC's LMS. The NRC shall provide the contractor a report summarizing the course's evaluation scores per session within 3 weeks of the session end date

agency changes, adding additional exercise questions or cases to enhance learning, or deleting outdated NRC specific materials to the course.

Customization: The contractor may be requested to modify a COTS course or select COTS course materials with content specific to the NRC. Examples of such changes include but are not limited to: folding part of one course into another course, adding new or revised NRC specific content to a COTS course, or re-sequencing the content throughout a COTS course.

- b. Recommend COTS titles to replace outdated courses when appropriate. Instructional materials per course shall include a participant guide, instructor guide, and PowerPoint slides. Other instructional materials may include job aids, handouts, case studies, reference guides, DVDs, readings, case studies, instruments, or other learning materials that support delivery of the course content.
- c. Design, develop, and produce NRC specific job aids or self-instructional materials that enhance or provide content in lieu of classroom training, as directed by the PO.
- d. Use the Instructional Systems Design (ISD) methodology when revising or customizing the training materials associated with this SOW. This includes, but is not limited to, analyzing the NRC's training requirement(s) or conducting a needs assessment; interviewing subject matter personnel in the client office; gathering appropriate subject matter content for the training; identifying performance objectives; selecting, sequencing, and organizing the instructional content; preparing content outlines and exercises; and evaluating the course.
- e. Ensure course revision and customization projects follow the Analysis, Design, Development, Implementation and Evaluation (ADDIE) development process.
- f. Work with the PO, his or her designee, or a NRC Subject matter expert (SME) during a revision or customization project as directed by the PO.
- g. Reports or customized course materials shall be provided in Word 2007 format. All training materials, participant guides, facilitator guides and other work produced specifically for NRC under this contract are works for hire developed for NRC and shall be submitted in final status to NRC in both camera ready hard copy and electronically in Word 2007 and PDF formats.

#### **III.4 Task 4 - Project Management Support**

##### **III.4.1 Requirement**

The contractor shall also provide a Project Manager (PM) who will manage the contractor's participation in the contract and ensure the contractor fulfills all the requirements identified in Section III of this SOW. The contractor's PM will serve as a point of contact for the NRC PO and be empowered by the contractor to promptly respond to and resolve contractual, billing and (contractor) personnel issues. It is anticipated that the contractor's PM will work onsite at the PDC 3 days a week.

In addition to ensuring the contractor fulfills all the requirements specified in Section III, the PM will also provide the following services.

- a. Provide the NRC PO with a complete roster of instructors and their credentials and qualifications per teaching assignment(s) within 30 days after contract award. The roster shall also include an email address, telephone number, classes that the instructor teaches, and teaching assignments. On an ongoing basis, ensure the roster is accurate and up to date. Within 5 days after a new instructor is hired or an instructor is no longer employed by the contractor, update the roster of instructors.
- b. Manage and coordinate all the course revision and customization projects the contractor provides NRC during the period of performance.

- c. Identify alternative training venues as directed by the PO. (Note: When adequate space within a NRC facility is not available, the contractor may be asked to provide either a traditional classroom for up to 50 students or a computer-lab with space for up to 12 (one-to-one at a computer). Classroom facilities shall provide full in-room lighting and lighting controls, working equipment (overhead projectors, computer digital projects, DVD and video tape projection) as needed. The contractor may provide this space at their facility, hotel or other appropriate locations approved by the PO. The contractor shall manage the contracting of the space and support the facility and equipment during the class. The NRC shall not be billed a rental fee for use of the contractor's facility, and the contractor shall only bill NRC for the cost of the rental space and equipment in third-party locations based on prior approval by the PO.)
- d. Maintain an accurate and orderly inventory of materials that support the contractor's training courses, order new materials, or request the internal printing of materials, as needed.
- e. Determine when in-house course materials must be printed, and prepare the NRC printing request form for the NRC PO's signature. Order COTS course materials or send master in-house course materials to NRC's reproduction section in a timely manner (at least 10 business days prior to course presentation). Prepare NRC print request forms and documentation for the PO's signature within 24 hours of when the need for duplication services is identified. (See Appendix B for the course titles.)
- f. Store electronically (in Word, PowerPoint, Excel and PDF format as appropriate) on the NRC server, and maintain a small inventory of hardcopy course materials associated with this SOW in the NRC's PDC training facility.
- g. As directed by the PO, draft or revise the COTS and NRC course information maintained in iLearn, including course dates, course descriptions and objectives, audience, prerequisite and registration information. (Note: All course information must be approved by the PO before it can be published in iLearn.) Review the course description data in iLearn and identify corrections, as needed.
- h. Work with the PDC to ensure NRC and COTS courses are scheduled correctly in iLearn. Throughout the year monitor the need for offering additional sessions of a particular course, and recommend when additional sessions are required.
- i. Immediately respond to questions from students, instructors and NRC staff regarding the content and delivery of the courses designed or delivered by the contractor.
- j. Work with the requestor and the PDC staff when special requests are made by NRC remote offices or for course delivery held outside the PDC.

#### **IV. Key Personnel**

##### **Contractor Project Manager:**

- A bachelor's degree and at least four years experience serving as a project manager in a capacity similar to that described in this SOW, as well as knowledge and experience in training implementation, scheduling, registration, and facility selection and scheduling. Four additional years of experience may be substituted for the required degree.
- Experience and knowledge in report writing and financial analysis sufficient for cost reporting, maintaining records, accurate invoicing, and monthly activity reports.
- Experience indicating strong problem-solving and organizational skills, as well as solid customer service, teamwork, and interpersonal skills.

## **NRC-HQ-11-F-38-0001**

- Experience with originating and applying new ideas and seeing projects through to completion.
- Experience with working independently with minimum guidance from the client and the ability to manage multiple tasks simultaneously.
- Experience with effectively communicating orally and in writing, as well as the ability to handle all aspects of the supervision of instructors (e.g., hiring, firing, rating, training, etc.)

### **Instructors**

- At least four years experience teaching the subject matter, and or at least 4 years of work experience with the subject matter in some professional capacity in the public or private sector.
- At least four years experience teaching adults in an organizational setting in the public, private or academic sector. Preferred (but not required) credentials include a certificate or academic degree in facilitation, teaching, adult education or human resources development.
- Expertise in the methods and techniques as a classroom instructor and facilitation in the public, private, or academic sector.
- Experience operating AV equipment or teaching in a distance education delivery method is highly desirable.

### **Course Designers**

- A bachelor's degree (Master's preferred but not required) in instructional design, education, or other comparable field, and at least four years experience working as an instructional designer with knowledge and experience in the instructional systems design (ISD) approach to training and ADDIE, or a process similar to ADDIE. Four additional years of experience may be substituted for the required degree.
- At least four years experience designing classroom courses and developing course materials in the public, private or academic sector. Preferred credentials include a certificate or academic degree in instructional systems design facilitation, teaching, adult education, or human resources development.
- Experience in applying best practices in the field of instructional systems design.
- Experience in originating and developing creative and effective courses, and to see projects through to completion.
- Experience in working independently with minimum guidance from the client and the ability to manage multiple tasks simultaneously.
- Expertise in the subject matter area related to the course content that has been acquired through relevant education, training or job experience.
- For online course development projects, experience designing and developing customized Web-based training courses in the public, private, or academic sector.

### **Additional Personnel (if applicable)**

- The contractor shall provide additional specialized staff as needed, such as a graphic artist, or web designer. The NRC PO will approve the qualifications of all contractor personnel serving under this contract.

### **V. Deliverables**

The services and documents resulting from fulfillment of the requirements in Section III of this SOW are the contract deliverables. Additional deliverables include the following.

- Written monthly progress reports to the PO on the work performed during the previous calendar month. Each report shall specify contract number and reporting period, issues encountered or resolved, as well as a list of the courses delivered during the reporting period including course title, delivery dates, instructor, and other information requested by the PO. A separate section shall concisely describe the work performed under any task orders associated with the reporting period. Task order information (for approved revision and course customization projects) shall include the task order number, a brief description of the work conducted during the reporting period, as well as established deadline and tasks, pending tasks, project budget and timeline, and any pending or resolved issues. Monthly status reports should be delivered no later than the 5 business days after the end of the month.
- The open enrollment NRC and COTS training sessions delivered at the PDC in accordance with the annual training calendar will be listed in the contractor's monthly invoice.
- A monthly invoice within 15 days of the end of each month. Monthly invoices shall include, at a minimum, the following information.<sup>5</sup>
  - The cost, title and date of each COTS or NRC course delivered during the month including the total monthly charge, in dollars, for the reporting period and the cumulative total charge.
  - The charge, in dollars, for out of town and/or overnight travel during the reporting period and cumulatively.
  - Task order invoices include
    - the labor-hours expended, by labor category, during the reporting period and cumulatively
    - The number of hours worked by each person (by name) during the reporting period, by labor category
    - The balance of funds in an open task order at the end of the reporting period, if applicable.

## VII. Travel

It is anticipated that most courses will be held at NRC's headquarters and the contractor shall provide sufficient qualified instructors to teach at its headquarters sites without incurring travel costs. When domestic 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).

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

---

<sup>5</sup> Instructors will be paid up to 8 hours for each full day of delivery when teaching in-house NRC courses. Half day NRC course delivery will not exceed payment equal to 4 hours of the standard course delivery rate. Instructors shall receive no more than one day of travel time per trip. Travel time reimbursement per trip shall not exceed the teaching rate x 8 hours.

**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

**IX.2 NRC Regional Locations, and Mailing Instructions**

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, Training Coordinator  
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, Training Coordinator  
U.S. NRC, Region III  
2443 Warrenton Road, Suite 210  
Lisle, IL 60532-4352  
(630) 829-9555

Region IV Office: Ms. Sandra Linsey, Training Coordinator  
U.S. NRC, Region IV  
611 Ryan Plaza, Suite 400  
Arlington, TX 76011-8064  
(817) 860-8100

NRC Technical  
Training Center: Ms. Jan Patterson  
U.S. NRC, Technical Training Center  
5746 Marlin Road, Suite 200  
Chattanooga, TN 37411-5677

## **X. Ordering Procedures**

The NRC PO will issue written Work Orders for NRC and COTS classes conducted in a Regional location. The NRC Contracting Officer (CO) will issue Task Orders under the contract for course revision or customization projects. The CO will issue a brief Request for Task Order Proposal (RFTOP) to the contractor and the contractor will in turn propose a total estimated price to perform the work outlined in the RFTOP. The final price will be negotiated and designated in the definitive Task Order issued by the NRC CO. The NRC shall be invoiced only for the established Firm Fixed hourly course design rate multiplied by the number of hours actually worked. In addition, the contractor shall be required to maintain time sheets, reflecting the time spent on any customization or course revision project, and submit those time sheets when invoicing the NRC for completed work.

## **XI. Cancellation**

Appendix A contains an estimate of how often each course shall be delivered each year during the period of performance. Course titles may be retired, new courses developed, or additional sessions of a course may be scheduled at any time during the period of performance. Occasionally, it will be necessary to cancel a scheduled course due to insufficient enrollment.

Should the NRC have to close down due to any emergency situation or Federal closure, the contractor shall reschedule the course(s) that were scheduled during the agency closure for a mutually agreeable date without additional cost to the NRC. If a scheduled course must be cancelled because the contractor fails to provide a qualified instructor, the contractor shall reschedule the course at a mutually agreeable date without additional cost to the NRC.

## **XII. Period of Performance**

The period of performance shall begin on the date of contract award for a 12-month period of performance and a one-year optional period. 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 PDC's new location in the Washington, DC area.

## **XIII. 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. All on-site contractor staff shall be able to obtain and maintain at least an IT Level II security clearance, as required by and processed by NRC, before initiation of this contract. The contractor shall complete the NRC's security applications and finger printing 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 PO 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 the 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 the 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.

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's Office of Information Services (OIS). The contractor has limited administrative rights to the PDC computer systems due to security concerns and other existing contracts managed by OIS. The facilities, computers, and software located at NRC Headquarters and the PDC may change during the contract period. If the NRC upgrades or modifies its hardware, systems or software, the NRC will provide the contractor training and computer support on new systems and software as they are implemented.

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

#### **XVI. Government Furnished Facilities, Supplies, and Equipment and Information**

Upon award of this contract, the NRC will provide the contractor:

- Applicable NRC forms including security clearance forms
- Privacy Act and NRC Security requirements guidance
- Reproduction services - for internally developed NRC course materials
- Copies of applicable HRTD and PDC policies, procedures, protocol, and LMS job aids

The NRC will provide each instructor the following:

- Appropriate facilities for facilitating training related activities at NRC headquarters and each of its four regions.
- Classroom AV equipment such as VCR/DVD/VTC/LCD/video camera equipment, microphones, TV monitors, and overhead projectors.
- All appropriate and needed classroom supplies such as easels and flip charts, name and tent cards, Blank DVDs; CDs or tapes, writing pens and paper, highlighters and dry easel markers, pins and tape for adhering participants' work sheets to the special wall boards.
- As needed, communication with NRC subject matter experts, temporary visitor badges and escorted access to NRC buildings, and copies of relevant NRC documents associated with assigned courses, provided the documents are cleared by NRC Security for public view.
- All course materials associated with each internally developed NRC course they are assigned.
- Sign translators or other special disability resources for employees with special needs

All materials developed specifically for the NRC under this SOW, will become the property of the United States Government and the Government will obtain unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly in any manner and for any purpose and to

have or permit others to do so. Proprietary information shall not be incorporated into the materials delivered under the contract without prior written permission of the NRC Contracting Officer (CO).

**APPENDIX A: Estimated Number of Offerings a Year**

*Note: The number of sessions scheduled per course and the course titles included in the NRC catalog may vary throughout the period of performance based on agency need and funding levels.*

<b>Course Title</b>	<b>Number of Days</b>	<b>Number Scheduled at PDC per Year</b>	<b>Places Where Taught</b>
ADAMS P8	1	4	NRC Headquarters PDC) <i>Possible Regional locations</i>
Administrative Control of Funds Seminar (ACFS)	2	2	NRC Headquarters (PDC)
Adobe Acrobat 9	2	4	NRC Headquarters (PDC)
Briefing Techniques	2	4	NRC Headquarters PDC) <i>Possible Regional locations</i>
Correspondence Management: Basic	2	8	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Correspondence Management: SECY Papers	1	4	NRC Headquarters (PDC)
Financial Management Seminar (FMS)	2	5	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Inform Filler and Queries	½ day	2	NRC Headquarters (PDC)
Introduction to SharePoint	2	6	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Microsoft Project 2007: Introduction	1	2	NRC Headquarters (PDC)
Mid Career Retirement Planning	2	3	NRC Headquarters (PDC)
NRC Grammar Classroom Course	1	2	NRC Headquarters (PDC)

**NRC-HQ-11-F-38-0001**

<b>Course Title</b>	<b>Number of Days</b>	<b>Number of Sessions per Year</b>	<b>Places Where Taught</b>
NRC Proofreading Classroom Course	1	2	NRC Headquarters (PDC)
NRC Punctuation Classroom Course	1	2	NRC Headquarters (PDC)
Pre-Retirement: CSRS Only	2	3	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Pre-Retirement: FERS Only	2	6	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Reimbursable Work Workshop (RWW)	1	1	NRC Headquarters
SharePoint Skills for Site Owners	3	6	NRC Headquarters (PDC) <i>Possible Regional locations</i>
Technical Writing	3	5	NRC Headquarters (PDC) <i>Possible Regional locations</i>
New COTS courses ( <i>to be identified as needed</i> )	1 (each new title)	4-6 (each new title)	NRC Headquarters (PDC) <i>Possible Regional locations</i>

## **Appendix B: Course Description of Internal NRC Courses**

### **ADAMS P8, Course ID\_1001 (1 day)**

This comprehensive 1-day classroom course covers the basic features and uses of ADAMS P8, including ADAMS terminology and objects. During this hands-on class you will learn how to navigate in ADAMS, view and print documents, and look at the content of packages. You will also learn all you need to know to effectively work with ADAMS P8 to store, search, retrieve and update documents and comment packages.

### **Administrative Control of Funds (ACF), Course 33 (2 days)**

During this 2-day classroom course you will learn about NRC's funds control system and associated policies and procedures as defined in the most recent version of Management Directive and Handbook 4.2, Administrative Control of Funds (revised April 11, 2008). Through a combination of hands-on exercises, discussion and lecture, you will examine the allowance and financial plan process, procedures for incurring commitments and obligations of funds, reimbursable work agreements, and carryover funds..

### **Adobe Acrobat 9, Course ID\_941 (2 days)**

In this 2-day, classroom course you will learn how to use, create, edit, and comment on documents in the PDF format using the Adobe 9 Reader as well as the full Acrobat 9 Professional program. You will learn how to re-use images and text from PDFs and to edit them for content and ease of navigation. Through hands-on exercises you will place and track comments in a PDF in support of document reviews such as the revision of Management Directives, as well as learn how to install settings that permit you to create PDFs that comply with NRC standards. You will also learn how to create PDFs from documents authored in Microsoft Office and non-Microsoft Office applications, including scanned documents and Web pages.

### **Correspondence Management: Basic Course ID\_1001 (2 days)**

This 1 1/2 day classroom course provides an overview of the main types of NRC correspondence, particularly memoranda, letters, and Commission SECY papers. Using a variety of resources, participants will learn how to prepare NRC correspondence according to agency guidelines. Discussion will focus on the purpose of each main type of NRC correspondence, as well as agency formatting and handling requirements. Classroom lecture, electronic presentation, and hands-on, computer-based exercises will offer participants the chance to develop and demonstrate their correspondence knowledge and skills.

### **Correspondence Management: SECY Papers, Course ID\_1081 (1 day)**

This one-day classroom course provides in-depth training on Commission SECY papers. Using a variety of resources, participants will learn how to prepare NRC Commission SECY papers according to agency guidelines. Discussion will focus on agency formatting and handling requirements. Classroom lecture, electronic presentation, and hands-on, computer-based exercises will offer participants the chance to develop and demonstrate their SECY paper knowledge and skills.

### **Financial Management Seminar, Course 124 (2 days)**

This 2-day classroom course provides you an in-depth overview of both the Federal and NRC budget process and a solid foundation of basic knowledge and skills if your job involves financial management-related tasks. Through a combination of hands-on exercises, discussion and lecture, you will examine the fundamentals of appropriation law, and NRC's financial management policies and procedures.

### **Informa Filler and Queries, Course 146 (1/2 day)**

This half-day classroom course is valuable for anyone who uses Informa. During class you will learn how to select and complete forms, email and print them, and store them in a database for future use. You will also learn how to use the Database Query window to list, filter and quickly access records in the database.

### **Introduction to SharePoint 2007, Course 2086 (2 days)**

During this 2-day classroom course you will explore the benefits of Microsoft SharePoint. The course will introduce you to NRC SharePoint governance and policy, as well as SharePoint 2007's 18 key collaboration applications such as wikis, blogs, surveys, folders, alerts, RSS Feeds, document collaboration, content management, and others. Through guided exercises you will learn how to create and use the collaboration tools within SharePoint to maximize your work and enhance the effectiveness of teamwork at the NRC. During the capstone exercise you will have an opportunity to demonstrate your newly learned SharePoint skills as you create a SharePoint website.

**Microsoft Project 2007: Introduction, Course 180 (2 days)**

This 2-day classroom course will help you better track and manage your projects by teaching you to create and schedule projects in Microsoft Project 2007. During class you will learn the principles of good project management by applying them to a comprehensive in-class project. During this hands-on instructional exercise, you will use Microsoft Project 2007 to work through all phases of the project management process including creating, scheduling, managing and closing a project. You will also learn a wide variety of techniques for documenting the project schedule both on screen and in print.

**NRC Grammar Classroom Course, Course 1114 (1 day)**

This 1-day classroom course provides basic grammar guidelines. The course combines instruction and exercises to refresh and refine your grammar knowledge and skills. Content includes: parts of speech and parts of sentences; basic sentence types; and common grammatical errors. Good communication skills matter. As a Federal regulatory agency, it is our responsibility to write concise, easily understood documents to ensure the public understands NRC goals, actions, policies and regulations. Today people do not write as formally as they did in the past, the rules can seem difficult and counterintuitive, and your last grammar course may have been a long time ago. Come and refresh your skills with your peers.

**NRC Proofreading Classroom Course, Course 1116 (1 day)**

This 1-day classroom course provides basic guidelines for proofreading. The course combines instruction and exercises to refresh and refine your proofreading knowledge and skills. Content includes: basic proofreader marks, proofreading practices and tools, NRC-specific abbreviations, symbols and other markings. Good communication skills matter. As a Federal regulatory agency, it is our responsibility to write concise, easily understood documents to ensure the public understands NRC goals, actions, policies and regulations. The professional reputation of the agency depends to a large extent on the care with which written materials are edited and proofread.

**NRC Punctuation Classroom Course, Course 1115 (1 day)**

This 1-day classroom course provides basic punctuation guidelines. The course combines instruction and exercises to refresh and refine your punctuation knowledge and skills. Content includes: basic punctuation, rules for use of individual punctuation marks, punctuation errors and how to avoid them. Good communication skills matter. As a Federal regulatory agency, it is our responsibility to write concise, easily understood documents to ensure the public understands NRC goals, actions, policies and regulations. Proper punctuation is a key part of clear communication. The good news is that punctuation is not mysterious and 20 percent of the punctuation rules cover 80 percent of the cases you will encounter. Come and refresh your skills with your peers.

**Reimbursable Workshop, Course 290 (1 day)**

During this 1-day classroom course you will learn NRC's reimbursable work policies and procedures. Through a combination of hand-on exercises, discussion and presentation, you will learn the policy and technical guidance you need to facilitate proper administrative funds control functions.

**SharePoint Skills for Owners, Course ID\_981 (3 days)**

This 3-day hands-on course delivers the necessary skills for those who will be working as their office SharePoint Site Owners. Skills included are how to troubleshoot site issues for their office staff and make necessary corrections. Site Owners provide Tier One support to the office staff, create sites and workspaces, manage user

**NRC-HQ-11-F-38-0001**

permissions and remove items from SharePoint. Office Site Owners identify issues that fall beyond the scope of their support and follow established escalation steps.

## **Appendix C: Course Descriptions of Contractor Provided Courses**

### **Briefing Techniques, Course 776 (3 days)**

This 3-day hands-on course teaches the fundamentals of how to create a presentation that will be clear, concise and winning. Group discussions and brief lectures aid you as you develop your technique and presentation style. Skill building exercises reinforce the topics covered and are recorded for playback and evaluation as a learning aid.

### **Mid Career Retirement Planning, Course 225 (2 days)**

This 2-day classroom course is designed for employees mid-way through their career and highlights the foundations of benefits available within the Federal service and explores options to maximize them. The course covers all aspects of FERS, TransFERS, CSRS, CSRS offsets, and uses a common sense approach to enable employees to take the fear out of financial planning and become a wise financial consumer.

### **Pre-Retirement: CSRS Only, Course ID\_1061 (2 days)**

This 2-day course helps you plan a successful retirement and is especially designed for employees covered under CSRS. Through lectures and group discussion, you learn the components of a comprehensive retirement plan; key issues in financial planning; Federal retirement, Social Security, and Thrift Savings Plan benefits; and the effect of tax and legal issues on your retirement and savings benefits.

NOTE: Spouses may accompany employees attending this course; however, spouses have to share text material with the employee they accompany. They do not receive their own copy.

### **Pre-Retirement: FERS Only, Course ID\_1062 (2 days)**

This 2-day course helps you plan a successful retirement and is especially designed for employees covered under FERS. Through lectures and group discussion, you learn the components of a comprehensive retirement plan; key issues in financial planning; Federal retirement, Social Security, and Thrift Savings Plan benefits; and the effect of tax and legal issues on your retirement and savings benefits.

NOTE: Spouses may accompany employees attending this course; however, spouses have to share text material with the employee they accompany. They do not receive their own copy.

### **Technical Writing, Course 1002 (3 days)**

This 3-day hands-on course teaches the fundamentals of writing, clear, concise technical documents. You will learn how to apply a six-step process to plan, research, organize, draft, revise and proof your work. These skills will help you improve your writing skills for technical documents or those that contain detailed information.



**Appendix D: Q4 FY 2011 and Q1 FY2012 Scheduled Offerings**

*Note: The following sessions have been scheduled and open for enrollment. Session dates beyond Q1 FY2012 will be jointly identified by the contractor and NRC after the contract award.*

<b>Course Title</b>	<b>Dates</b>
ADAMS P8	<ul style="list-style-type: none"> <li>• May 3, 2011</li> <li>• July 11, 2011</li> <li>• Sept. 12, 2011</li> <li>• Nov. 17, 2011</li> </ul>
Administrative Control of Funds Seminar (ACFS)	<ul style="list-style-type: none"> <li>• Oct/10-11/2011</li> </ul>
Adobe Acrobat 9	<ul style="list-style-type: none"> <li>• June 8-9, 2011</li> <li>• Aug. 24-25, 2011</li> <li>• Oct. 3-4, 2011</li> <li>• Nov. 29-30, 2011</li> </ul>
Briefing Techniques	<ul style="list-style-type: none"> <li>• Aug. 8-10, 2011</li> <li>• Nov. 7-9, 2011</li> </ul>
Correspondence Management: Basic	<ul style="list-style-type: none"> <li>• May 19-20, 2011</li> <li>• July 26-27, 2011</li> <li>• Sept. 15-16, 2011</li> <li>• Oct. 18-19, 2011</li> </ul>
Correspondence Management: SECY Papers	<ul style="list-style-type: none"> <li>• July 28, 2011</li> <li>• Oct. 20, 2011</li> <li>• Dec. 1, 2011</li> <li>• Dec. 2, 2011</li> </ul>
Financial Management Seminar (FMS)	<ul style="list-style-type: none"> <li>• June 13-14, 2011</li> <li>• Aug. 8-9, 2011</li> <li>• Nov. 1-2, 2011</li> <li>• </li> </ul>
Inform Filler and Queries	<ul style="list-style-type: none"> <li>• Sept. 13, 2011</li> </ul>
Introduction to SharePoint	<ul style="list-style-type: none"> <li>• May 9-10, 2011</li> <li>• July 25-26, 2011</li> <li>• Sept. 19-20, 2011</li> <li>• Nov. 14-15, 2011</li> </ul>
Microsoft Project 2007: Introduction	<ul style="list-style-type: none"> <li>• Oct. 31-Nov. 1, 2011</li> </ul>
Mid Career Retirement Planning	<ul style="list-style-type: none"> <li>• May 9-10, 2011</li> <li>• Aug. 8-9, 2011</li> <li>• Oct. 11-12, 2011</li> </ul>
NRC Grammar Classroom Course	<ul style="list-style-type: none"> <li>• May 16, 2011</li> <li>• Sept. 12, 2011</li> </ul>

**NRC-HQ-11-F-38-0001**

NRC Proofreading Classroom Course	<ul style="list-style-type: none"> <li>• May 18, 2011</li> <li>• Sept. 14, 201</li> </ul>
NRC Punctuation Classroom Course	<ul style="list-style-type: none"> <li>• May 17, 2011</li> <li>• Sept 13, 2011</li> </ul>
Pre-Retirement: CSRS Only	<ul style="list-style-type: none"> <li>• May 16-17, 2011</li> <li>• Aug. 15-16, 2011</li> <li>• Nov. 7-8, 2011</li> </ul>
Pre-Retirement: FERS Only	<ul style="list-style-type: none"> <li>• May 18-19, 2011</li> <li>• Aug. 17-18, 2011</li> <li>• Nov. 9-10, 2011</li> </ul>
Reimbursable Work Workshop (RWW)	<ul style="list-style-type: none"> <li>• NA until CY 2012</li> </ul>
SharePoint Skills for Site Owners	<ul style="list-style-type: none"> <li>• May 11-13, 2011</li> <li>• July 27-29, 2011</li> <li>• Sept. 21-23, 2011</li> <li>• Nov. 16-18, 2011</li> </ul>
Technical Writing	<ul style="list-style-type: none"> <li>• May 9-11, 2011</li> <li>• July 18-20, 2011</li> <li>• Dec. 12-14, 2011</li> </ul>
New COTS courses ( <i>to be identified as needed</i> )	<ul style="list-style-type: none"> <li>• TBD</li> </ul>

**Appendix E: Level 1 Feedback Questions**

*Following are the questions on the electronic course evaluation surveys that NRC employees complete in iLearn after they have attended an HRTD class.*

1. The course met all stated objectives.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

2. The course allowed enough time to learn the subject matter that was covered.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

3. The course presentation was logically organized and easy to follow.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

4. The course participant handouts supported the learning experience.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

5. I feel that I had sufficient prior knowledge and experience to prepare me for this course.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

6. I feel that I expect what I learned to improve my current or future job performance.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

7. I feel that I am overall satisfied with the course:

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

8. The Instructional Method(s) used was (were) an effective way for me to learn.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

9. The Instructor was knowledgeable about the subject matter.

N/A

☐

Strongly disagree

☐

Disagree

☐

Neither agree nor disagree

☐

Agree

☐

Strongly agree

☐

10. The Instructor clearly stated the course objectives.

N/A	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. The Instructor presented material in a manner that was easily understood.

N/A	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. The Instructor asked questions to periodically check for learning.

N/A	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. The Instructor encouraged course participation and interactions among participants.

N/A	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. The Instructor helped participants relate the material to their job.

N/A	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. What were the most valuable aspects of this course?

16. What were the least valuable aspects of this course?

17. Do you have any recommendations to improve any aspect of the course?

## SECTION C - CONTRACT CLAUSES

### ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### C.1 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

#### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

□ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

□ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

**NRC-HQ-11-F-38-0001**

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (8) [Reserved]

☐ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**NRC-HQ-11-F-38-0001**

- ☐ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- ☒ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☐ (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

**NRC-HQ-11-F-38-0001**

- ☐ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

**Employee Class**

**Monetary Wage-Fringe Benefits**

- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
- ☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).



(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through **August 31, 2013**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$1,651,144.00**;

(2) Any order for a combination of items in excess of **\$1,651,144.00**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

**C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract up to six (6) months after the expiration date of this contract.

**C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

**C.8 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (AUG 2010)	AUG 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010

(End of Addendum to 52.212-4)

**C.10 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.

#### **C.11 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.

#### **C.12 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)**

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

#### **C.13 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

**Tom Dausch, Project Manager**  
**Scott Boozer, Instructor**

Walter Kniffin, Senior Instructional Designer

Stephen Martin, Director

Kathleen Ridgely, Learning Technologies Specialist

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

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

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

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

#### **C.14 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: Denni Orlando  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: GW/W4 A1  
Washington, DC 20555

Telephone Number: (301) 492-2002

Email Address: [Dennise.Orlando@nrc.gov](mailto:Dennise.Orlando@nrc.gov)

(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.

#### **C.15 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT – ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed **\$10,000.00 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 travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the 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, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### **C.16 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

(1) Scope of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

#### **C.17 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

#### **C.18 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006) (2052.204-71)**

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.

### **C.19 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.

### **C.20 DRUGFREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS.**

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>

## C.21 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## C.22 FSS RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <https://www.acquisition.gov/far/>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

## C.23 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL

### ***Basic Contract IT Security Requirements***

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using NIST SP 800-60 and must be approved by CSO. The NRC contracting officer and project officer shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC contracting officer and project officer shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of all applicable guidance and standards. Individual task orders will reference applicable versions of standards or exceptions as necessary. These standards include, but are not limited to, NRC Management Directive (MD) volume 12 Security, computer security policies issued until MD 12.5, NRC Automated Information Security Program is updated, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website):

<http://www.internal.nrc.gov/CSO/policies.html>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI):

<http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

All NRC Management Directives (public website):

<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

NIST SP and FIPS documentation is located at:

<http://csrc.nist.gov/>

CNSS documents are located at:

<http://www.cnss.gov/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

When e-mail is used, the Contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor employees must sign the NRC Agency Rules of Behavior for Secure Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
5. Computer Security Information Protection Policy
6. Remote Access Policy
7. Use of Commercial Wireless Devices, Services and Technologies Policy
8. Laptop Security Policy
9. Computer Security Incident Response Policy

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All electronic process of NRC sensitive information, including system development and operations and maintenance performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

***Contract Performance And Closeout***

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract completion. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When contractor employees no longer require access to an NRC system, the contractor shall notify the project officer within 24 hours.

Upon contract completion, the contractor shall provide a status list of all NRC system users and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

### **Control Of Information And Data**

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

1. Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

### **Access Controls**

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

1. **Classified Information** - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.
2. **SGL Information** - All SGI being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated Information Security Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must be operated in FIPS mode. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of

the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

#### ***Configuration Standards***

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

#### ***Media Handling***

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

#### ***Vulnerability Management***

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

### **C.24 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

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

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations

in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

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

### **C.25 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).

### **C.26 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.

### **C.27 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 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.

**C.28 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.

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

1. Attachment 1 – Work Order Form
2. Attachment 2 – Billing Instructions for Fixed-Price Type Contracts
3. Attachment 3 - Billing Instructions for Labor Hour/Time and Materials Type Contracts
4. Attachment 2 – NRC Form 187

**WORK ORDER FORM**

**CONTRACT NO:**  
**CONTRACTOR:**

**ORDER NO:**  
**DATE ORDER PLACED:**  
**DELIVERY DUE NO LATER THAN:**

**NRC PROJECT OFFICER:**

**TELEPHONE NO:**

Services Required:

Time, Place and Duration of Services:

Special Packaging or Shipping Requirements (if any):

\_\_\_\_\_  
Project Officer

\_\_\_\_\_  
Contractor

I hereby accept the services requested

**TOTAL ESTIMATED AMOUNT OF WORK ORDER:** \_\_\_\_\_

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE 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 payment of deliverables identified in the contract, in the manner described herein. **FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.**

**Standard Forms:** Payment requests for completed work, in accordance with the contract, 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 invoices/vouchers 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 Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment 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 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 pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices 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 Fixed-Price Type Contracts (June 2008).

**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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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 deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

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

o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

p. Grand Totals.



**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 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).

**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.

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</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
---------------------------------	-------------------------------	---------------------------------------	--------------	--

(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.

(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.

**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>		<b>(a) <u>Direct Costs</u></b>
		<u>Current Period</u>	<u>Cumulative</u>	
(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>Hours</u>	<u>Burdened</u>	<u>Cumulative</u>		
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<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.***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
	<u>\$2,000</u>

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	= <u>\$20,000</u>
	\$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 include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.





NRC FORM 187  
(7-2008)  
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY

The policies, procedures, and criteria of the NRC Security Program, NRCMD-12, apply to performance of this contract, subcontract or other activity.

**CONTRACT SECURITY AND/OR  
CLASSIFICATION REQUIREMENTS****COMPLETE CLASSIFIED ITEMS BY  
SEPARATE CORRESPONDENCE****1. CONTRACTOR NAME AND ADDRESS****To Be Determined****A. CONTRACT NUMBER FOR COMMERCIAL  
CONTRACTS OR JOB CODE FOR DOE  
PROJECTS (Prime contract number must be shown  
for all subcontracts.)****B. PROJECTED  
START DATE****04/20/2011****C. PROJECTED  
COMPLETION DATE****04/19/2013****2. TYPE OF SUBMISSION**

- ☒ **A. ORIGINAL**
- ☐ **B. REVISED** (Supersedes all previous submissions)
- ☐ **C. OTHER** (Specify)

**3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE****A. DOES NOT APPLY**☐**B. CONTRACT NUMBER****NRC-38-06-385****DATE****04/19/2011****4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION****HRTD Course Delivery and Development****Hire one onsite contractor to manage the contract and multiple contractors to repeatedly teach HRTD classes at the PDC.****5. PERFORMANCE WILL REQUIRE****A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION**

- ☒ **YES** (If "YES," answer 1-7 below).
- ☐ **NO** (If "NO," proceed to 5.C.)

**NOT  
APPLICABLE****NATIONAL SECURITY****RESTRICTED DATA****SECRET****CONFIDENTIAL****SECRET****CONFIDENTIAL****1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION**☒☐☐☐☐**2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF  
CLASSIFIED MATTER. (See 5.B.)**☒☐☐☐☐**3. GENERATION OF CLASSIFIED MATTER.**☒☐☐☐☐**4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER  
CLASSIFIED COMSEC INFORMATION.**☒☐☐☐☐**5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED  
INFORMATION PROCESSED BY ANOTHER AGENCY.**☒☐☐☐☐**6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY  
PROCESSING SYSTEM.**☒☐☐☐☐**7. OTHER (Specify)**☐☐☐☐☐**B. IS FACILITY CLEARANCE REQUIRED?****YES**☒ **NO****C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER  
PLANTS.****G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR  
TRANSPORT PASSENGERS FOR THE NRC.****D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS  
INFORMATION.****H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC  
FACILITIES.****E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND  
DATA.****I. ☐ REQUIRED TO CARRY FIREARMS.****F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS  
BUILDING.****J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.**

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,  
G, H, I, OR J IS CHECKED.**

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

**Dennise Orlando**  
**Sr. Instructional Systems Specialist**  
**HR/HRTD/PDP**

SIGNATURE

*Dennise Orlando*

DATE

*2/1/11*

**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

**8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:**

☐

AUTHORIZED CLASSIFIER (Name and Title)

☐

DIVISION OF FACILITIES AND SECURITY

**9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)**

☐

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☐

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☐

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☐

CONTRACTOR (Item 3)

☐

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION <i>Jody Hudson</i>	SIGNATURE <i>Jody Hudson</i>	DATE <i>3/18/11</i>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <b>Robert B. Webber</b>	SIGNATURE <i>Robert B. Webber</i>	DATE <i>2/1/11</i>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE <i>Alba Sanchez</i>	DATE <i>3/27/11</i>

**REMARKS**

Instructors will require Level II IT Security access to NRC Network in order to teach using NRC computers.  
Contractor's project manager will require access to course and student data in iLearn.