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# **Table of Contents**

SECTIO	N A - CONTINUATION BLOCK	A-2
<b>A</b> .1	PRICE/COST SCHEDULE	A-3
A.2	CONSIDERATION AND OBLIGATION	A-3
A.3	DURATION OF TASK ORDER	A-3
A.4	CONTRACTOR ACCEPTANCE OF TASK ORDER 01	A-3
SECTIO	N B - GENERAL TERMS	B-2
B.1	COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2010)	B-2
B.2	SEAT BELT	
	WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)	
B.4	GREEN PURCHASING (JUN 2011)	B <b>-2</b>

# **SECTION A-**

# A.1 PRICE/COST SCHEDULE

Task Order 1: Safety Culture Benchmarking Activities					
Tasks	Total				
Task 1: Develop Project Plan	\$6,680.00				
Task 2: Conduct Research Activities	\$35,828.00				
Total Fixed Price	\$42,508.00				

# A.2 CONSIDERATION AND OBLIGATION

(a) The total ceiling for the services ordered, delivered, and accepted under this task order is \$42,508.00; this task order is fully funded.

# A.3 DURATION OF TASK ORDER

This Task Order shall commence on November 23, 2011 and will expire on May 22, 2012.

# A.4 CONTRACTOR ACCEPTANCE OF TASK ORDER 01

Acceptance of Task Order No. NRC-HQ-11-T-37-0001 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. NRC-HQ-11-T-37-000  Digitally signed by Fatimah Moody	1
Fatimah Moody DN: cn=Fatimah Moody, o, ou, open demand production Moody open demands of the Company of the Comp	
Name	
CEO	
Title	
11/23/2011	
Date	

## **SECTION B - GENERAL TERMS**

## **B.1 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2010)**

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.

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.

## **B.2 SEAT BELTS**

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

# B.3 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 Compfaints 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.

# **B.4 GREEN PURCHASING (JUN 2011)**

- (a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. http://www.fedcenter.gov/programs/eo13514/
- (b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

NRC-HQ-11-C-37-0073

NRC-HQ-11-T-37-0001

**ATTACHMENT 1** 

**CONTRACT NO:** 

NRC-HQ-11-C-37-0073

**TASK ORDER NO:** 

NRC-HQ-11-T-37-001

TITLE:

SAFETY CULTURE BENCHMARKING ACTIVITIES

JCN:

N-7493

**B&R NUMBER:** 

2011-7B-51-H-140 and 2012-7B-51-H-140

**NRC PROJECT OFFICER:** 

June Cai, 301-492-3487

June.Cai@nrc.gov

NRC CONTRACT SPECIALIST: Claudia Melgar, 301-492-3487

Claudia.Melgar@nrc.gov

#### 1.0 Objective

The contractor shall provide benchmarking research for the purposes of the Nuclear Regulatory Commission's (NRC) internal safety culture activities to understand current practices and innovations in conducting evaluations and monitoring measures and indicators of safety culture.

#### 2.0 Scope of Work

The research should include a review of 3-4external organizations from the private and government sector, in both the nuclear industry as well as other industries (e.g., Federal Aviation Administration (FAA), International Atomic Energy Agency (IAEA), Transportation Security Administration (TSA), Entergy, Exelon, etc.) that must also foster strong safety culture. In selecting the candidates, consideration should be given to applicability of the potential information that can be collected to the NRC, along with diverse coverage of various types of industries and organizations. Approval from the NRC Project Officer (PO) on the final list of candidates shall be received before research activities are started.

#### 3.0 Tasks

#### 3.1 Task 1 - Develop a Project Plan

# Requirement:

The contractor shall develop a project plan, which shall include a list of proposed candidates, research methodology, and a final report format, for NRC PO review and approval.

## Standard(s):

All deliverables shall be provided on time to the NRC PO and NRC Contracting Officer (CO), shall be technically acceptable, and in the specified format. The contractor shall provide the written summary within three weeks of the start of the period of performance. LinkVisum shall provide the deliverable in Microsoft ® Office Word 2007 and PowerPoint ® Office 2007, to NRC PO and NRC CO, unless otherwise directed by the NRC PO.

## Deliverable(s):

The contractor shall provide a written summary for the NRC PO's approval documenting the understanding of the benchmarking services to be performed within three weeks of the date of receipt of TO NRC-HQ-11-T-37-001. The summary shall include recommendation on the total number and makeup of the organizations to be included in the benchmarking activity to provide a diverse representation of the practices available to foster strong safety culture and shall be applicable to the NRC, and a proposed project plan that contains the research methodology for consideration, and a final report format, and approval by the NRC PO.

## 3.2 Task 2 - Conduct Research Activities

## Requirement:

The contractor shall conduct the research activities and submit a final report following the approved report format, which shall cover the following:

- Determine how each organization defines and evaluates safety culture
- Determine what measures and indicators each organization uses to monitor its safety culture

Standard(s):

All deliverables shall be provided on time to the NRC PO and NRC CO, shall be technically acceptable, and in the specified format. LinkVisum shall provide the deliverable in Microsoft ® Office Word 2007 PowerPoint ® Office 2007, to NRC PO and NRC CO, unless otherwise directed by the PO. The contractor shall submit an initial draft to the NRC PO within 4 months of the start of the period of performance. The NRC PO will provide comments within 3 weeks of receipt of initial draft. The contractor shall address the NRC PO's comments and deliver a final report within 2 weeks receipt of the NRC PO's comments.

## Deliverable(s):

The contractor shall provide a written report to the NRC PO detailing the background, methods, data references and results of the benchmarking performed.

## 4.0 Key Personnel

The following individuals are considered essential to the successful performance of work hereunder and are key personnel:

Name Key Personnel
Clarissa Cullers Project Manager

Dr. Terry von Thaden Senior Safety Culture Expert
Zuri Walker Junior Safety Culture Expert
Julie Vianello Junior Safety Culture Expert

Patricia Dodson Administrative Support

The contractor agrees that such personnel shall not be removed from the effort under the TO without approval of the NRC PO and NRC CO.