

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

1. REQUISITION NO.
 RFPA#: OIS-12-092
 FAIMIS#: 120851

PAGE 1 OF

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2. CONTRACT NO. GS02F0010J	3. AWARD/EFFECTIVE DATE 01-23-2012	4. ORDER NO. NRC-HQ-12-F-38-0013	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Erika Eam	b. TELEPHONE NO. (No Collect Calls) 301-492-3492	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Erika Eam, 301-492-3492 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input 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)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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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	CODE 3100
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17a. CONTRACTOR/OFFEROR MANAGEMENT CONCEPTS, INC. 8230 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 PHONE: FAX:	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This Task Order is being issued pursuant to NRC-HQ-11-F-38-0001 to support the Office of Information Services (OIS) through the Office of Human Resources Training Development (HRTD) to present 10 sessions of the 1-day ADAMS P8 courses at the Professional Development Center (PDC) located in Bethesda, MD from January 23, 2012 through October 1, 2012.</p> <p>Cost is not to exceed: \$17,720.00</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA B&R#: 2012-10-51-J-143; Job Code: 1262; BOC: 252A Appr. No.: 31X0200.012; DUNS#: 082355651; NAICS Code: 611430 Obligated Amount: \$17,720.00	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$17,720.00
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<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 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 checked="" type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Brian L. Lopez</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Erika Eam</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Brian L. Lopez, Client Engagement Services	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Erika Eam, Contracting Officer
30c. DATE SIGNED 1/20/12	31c. DATE SIGNED 1/23/2012

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 25 2012

ADM002

CONTINUATION PAGE

A.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1	ADAMS P8, Course ID_1001 (1 day)				\$17,720.00
GRAND TOTAL ---					\$17,720.00
					=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2012-10-51-J-143-JCN-J1262-BOC-252A-APPNUMBER-31X0200.012		
	OIS-12-092 P	\$17,720.00

A.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
1	10.00	01/23/2012 - 10/01/2012

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.4 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

A.5 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.6 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on 01-23-2012 and will expire on 10-01-2012.

A.7 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue

A.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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 Form I-551 (Green Card), 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, <http://www.uscis.gov/portal/site/uscis>.

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

A.9 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including

documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.11 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

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 Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

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

A.12 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.

A.13 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.