

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

1. REQUISITION NO. PAGE 1 OF 8
RPPA No: OIS-13-332
FAIMIS NO: 133422

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
GS10F0238S 9/25/13 NRC-HQ-13-A-33-0013 NRC-HO-13-O-33-0002

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WFN 05C64M Washington DC 20555 CODE 3100
10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8A) N

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING N/A
14. METHOD OF SOLICITATION RFO IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WFN 05C64M Washington DC 20555 CODE 3100
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WFN 05C64M Washington DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CODE DUNS119033129 FACILITY CODE
BUSINESSGENETICS, INC
9200 E Mineral Ave Suite 380
Centennial, CO 80112
9605 KINGSFORD CT SUITE 300
ENGLEWOOD CO 80126020
TELEPHONE NO: (703) 556-9103 DUNS: 119033129 DUNS+4
18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission NRC Payments One White Flint North 11555 Rockville Pike, Mailstop O3-E17A Rockville MD 20852-2738 PHONE: Email: NRCPAYMENTS@nrc.gov FAX:

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	This is a FFP/Labor Hour task order for xBML software training and mentoring services in accordance with the attached statement of work (SOW). Training package - to include xBML software certification plan for 2 NRC employees. xBML software training for 2 NRC employees, xBML software mentoring for 2 NRC employees.		Lot		
0002	xBML mentoring for the OIS reorganization project.		Hour		
The NRC point of contact is: Wil Madison, COR PH: (301) 415-7221 Email: Wil.Madison@nrc.gov					
(Use Reverse and/or Attach Additional Sheets as Necessary)					
					SUBTOTAL 547,040.00

25. ACCOUNTING AND APPROPRIATION DATA B&R:2013-10-51-J-143 JC:J1278 BOC:252A APPN:31X0200.013 Obligation Amount: 44,000.00
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$44,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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
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 Erik Keizer MBD
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Erik Keizer MBD
30c. DATE SIGNED 09/25/13
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jerry Purcell Jr. Contracting Officer
31c. DATE SIGNED 9/25/13

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212

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SECTION B - GENERAL TERMS**B.1 FSS-BPA TERMS AND CONDITIONS**

This order is subject to the terms referenced in BPA NRC-HQ-13-A-33-0013 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS10F0238S.

B.2 CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE (JUN 1988):

(a) The total estimated amount of this task order (ceiling) for the services ordered, delivered, and accepted under this order is \$ **47,040.00**.

(b) The amount presently obligated with respect to this contract is \$ **44,000.00**. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This order shall commence on September 30, 2013 and will expire on September 29, 2014.

B.5 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.

B.6 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

B.7 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.

B.8 STATEMENT OF WORK**INTRODUCTION****1.0 Purpose**

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with consulting services. NRC Business analysts shall acquire the skills and tools they need to better understand, define, and document business processes and requirements for new information technology (IT) solutions through the implementation of business modeling training, and mentoring in use of the Business Genetics xBML software.

2.0 Background

The Project Management Branch (PMO) resides within the Solutions Development Division in the Office of Information Services (OIS). The mission of the PMO is to serve as a valued partner in enabling achievement of NRC's IT goals and objectives by promoting efficient and effective project management practices that maximize the business benefits of project deliverables.

In January 2009 PMO implemented a Business Analysis and Process Mapping (BAPM) support service to help program offices address critical technical project planning requirements. Since its conception PMO has provided over 30 BAPM engagements to multiple program offices that include ADM, NSIR, NRR, OE, OEDO, OIS, and RES. These

engagements have employed the xBML software as a business modeling approach to be used by business analysts in understanding and documenting business operations requirements in support of new IT solutions.

3.0 Scope

The scope of the work is to provide business analysts at the NRC with the training and mentoring needed by NRC employees to successfully use the software for conducting business process modeling to design, document, execute, and monitor business processes as they relate to new IT solutions.

4.0 Objective

The overall objective of this contract is to maximize the business benefits of project deliverables by enabling business analysts at the NRC to document, model, understand, and improve business processes associated with new IT solutions. Business process modeling will serve as a critical interface between the NRC business and information technology (IT) communities, providing increased insight into the agency's core business practices and empowering IT to better support the mission of the NRC. <http://www.nih.gov/about/>

Key benefits expected from the application of xBML business process modeling tool are to:

- Decrease costs and deployment risks by providing a clearer view of the potential outcomes of business process changes
- Analyze current state business processes and workflow activities
- Capture issue areas, pain points, bottlenecks, and effort duplication (e.g., to provide simulation capabilities that predict where bottlenecks will occur in a process before it is deployed and better allocate resources such as people, based on predicted events and the timing of these events)
- Create a future state vision to incorporate the changes needed in business processes and workflows from the current state model

Training: The initial training on the software technologies shall be delivered onsite at NRC, in one four (4) business day group session, for a total of four (4) NRC students to be delivered at the contractor's Washington, DC metropolitan area training facilities. This initial training shall be hands-on and shall provide all foundation level skills necessary for the employees to understand and properly use the business modeling software.

Mentoring: The contractor shall reinforce the initial training provided to the six NRC business analysts and help them become more effective and efficient in the use of the modeling software by providing a minimum of 40 hours (5 business days) of individual mentoring and support for each student while they practice the application of the software on initial project assignments.

The contractor shall certify the business analysts who successfully complete the training and mentoring in the use of the xBML business modeling software.

5.0 Tasks

The following tasks shall be included:

Task No.1 Install Business Modeling Software

- Install classroom computers with necessary xBML business modeling software at NRC or optionally at contractor's Washington, DC metropolitan area training facilities.

Task No. 2 Provide Training and Certification Plan of the Use of Business Modeling Software

- Provide Training Plan
- Provide Certification Plan

Task No. 3 Provide Training and Certification in Use of Business Modeling Software

- Provide four (4) days of hands-on training, led by qualified instructor(s) who are considered experts in the area of instruction, onsite at NRC, for NRC employees that results in acquiring foundation-level skills.
- Provide the Contracting Officer Representative (COR) with a student summary that documents enrollment and satisfactory completion of requirements, as well as course evaluations by students.
- Provide training materials for class to include software documentation and handouts.
- Certify students who successfully complete the training and mentoring in foundation level business modeling skills and provide them with a signed certificate of completion.

Task No. 4 Provide Mentoring Plan to Reinforce Skills Taught in the Use of Business Modeling Software

- Provide Mentoring Plan

Task No. 5 Provide Mentoring to Students to Reinforce Skills in Use of Business Modeling Software

- Mentor students (40 hours each) to reinforce foundation-level skills through the practical application of business modeling, including initial project assignments.

6.0 Deliverables

Title	Due Date
Mentoring Plan	2 weeks prior to training engagement
Certification Plan	2 weeks prior to training engagement
Training Plan	2 weeks prior to training engagement

7.0 Contractor Responsibilities

The contractor shall be responsible for:

1. Adhering to all applicable Federal and NRC directives and regulations in providing the software, training, and mentoring
2. Ensuring full operability and functionality of the business modeling software when deployed on a current, standard configuration NRC desktop operating on the NRC network.
3. Verifying students' understanding, through mentoring, of the fundamental concepts of the business modeling software

8.0 COR Responsibilities

1. The COR shall provide feedback (including identification of any known issues) on the training and mentoring provided
2. Provide adequate classroom space and computers to accommodate the number of training participants.

9.0 QUALITY ASSURANCE

The contractor's performance shall be evaluated in accordance with the Quality Assurance Surveillance Plan.

The contractor's Quality Control Plan will set forth the staffing and procedures for self inspecting the performance requirements in the Statement of Work. The contractor will develop and implement a performance management system with processes to assess and report their performance to the COR. The contractor shall bring problems affecting performance to the attention of the COR and Contracting Officer as soon as possible.

The COR will monitor performance and review performance to determine how the contractor is performing against communicated performance objectives. The COR will make decisions based on performance measures and notify the contractor of those decisions. The contractor will be responsible for making required changes in process and practices to ensure performance is managed effectively.

The primary methods of surveillance are monthly checks, observations, inspections, complaints and review of documents that are required to be maintained and delivered under this Statement of Work.

The Government's Quality Assurance (QA) monitoring, accomplished by the COR, will be reported using the monitoring form in Attachment 1. The form, when completed, will document the COR's understanding of the contractor's performance under the contract to ensure that the performance measures are being met. The COR will retain a copy of all completed QA monitoring forms.

The COR must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance. The contractor shall adjust service accordingly to bring performance up to an acceptable level.

The COR will notify the contractor of failure to meet standards through QA monitoring forms, cure notices, or show cause notices.

10.0 Quality Assurance Surveillance Plan

The Quality Assurance Surveillance Plan is designed to define the roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

The COR will monitor and review performance to determine how the contractor is performing against communicated performance objectives. The COR will make decisions based on performance measures and notify the contractor of those decisions. The contractor will be responsible for making required changes in process and practices to ensure performance is managed effectively.

The primary methods of surveillance are periodic observations, complaints and review of documents that are required to be maintained and delivered under this Statement of Work.

The COR must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance. The contractor shall adjust service accordingly to bring performance up to an acceptable level.

Quality Assurance Surveillance Plan Matrix

Task	Performance Standard	Acceptable Quality Level	Method of Surveillance	Performance Standard and Max Payment
Task 1: Install xBML Business Modeling Software	The installation shall include all items in C.2.1	100% compliance	Review of installation	100% payment of invoice if schedule does not deviate. Withhold 1.5% of invoice if there is a deviation in schedule.
Task 2: Provide Training and Certification Plan for the Use of Business Modeling Software	The training plan shall include all items in C.2.2.	The plan shall not require more than 2 revisions.	Reviews of draft and final plans. Periodic Inspection.	100% payment of periodic invoice if schedule does not deviate. Withhold 1.5% of invoice if there is a deviation in schedule.
Task 3: Provide Training and Certification in the Use of Business Modeling Software	Provide hands-on, onsite training and certification of students in the use of business modeling software.	100% compliance	Reviews of student class evaluations and feedback.	100% payment of invoice if schedule does not deviate. Withhold 1.5% of invoice if there is a deviation in schedule.
Task 4: Provide Mentoring Plan to Reinforce Skills Taught in the Use of Business Modeling Software	The mentoring plan shall include all items in C.2.2.	The plan shall not require more than 2 revisions.	Reviews of draft and final plans. Periodic Inspection.	100% payment of periodic invoice if schedule does not deviate. Withhold 1.5% of invoice if there is a deviation in schedule.
Task 5: Provide Mentoring to Students to Reinforce Skills in Using Business Modeling Software	Provide 40 hours of one-on-one mentoring for each student to reinforce foundation skills.	100% compliance	Reviews of student feedback and evaluations.	100% payment of invoice if schedule does not deviate. Withhold 1.5% of invoice if there more than 3 tests are required before implementation.

11.0 PLACE OF PERFORMANCE

The work, except for initial planning of training and mentoring, shall be performed primarily onsite at NRC Headquarters:

U.S. Nuclear Regulatory Commission
 One White Flint North
 11555 Rockville Pike
 Rockville, MD 20852-2738