

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER
OCHCO-14-0045

PAGE OF
1 67

2. CONTRACT NO
NRC-HQ-84-14-E-0001

3. AWARD/
EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
NRC-HQ-84-14-R-0005

6. SOLICITATION
ISSUE DATE
04/02/2014

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME
DANIEL APP

b. TELEPHONE NUMBER
(No collect calls)
301-287-0939

8. OFFER DUE DATE/LOCAL TIME
ET

9. ISSUED BY
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

CODE NRCHQ

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: 611430

HUBZONE SMALL BUSINESS EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD \$10.0

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

14. METHOD OF SOLICITATION
RFO IFB RFP

15. DELIVER TO CODE NRCHQ
US NUCLEAR REGULATORY COMMISSION-
MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY
ROCKVILLE MD 20852

16. ADMINISTERED BY CODE NRCHQ
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

17a. CONTRACTOR/OFFEROR CODE 072654999

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS

VANTAGE HUMAN RESOURCE SERVICES INC
1050 17TH ST NW STE 600
WASHINGTON DC 200364424

US NUCLEAR REGULATORY COMMISSION
ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP 03-E17A
ROCKVILLE MD 20852-2738

TELEPHONE NO

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
00001	The objective of this contract is to enable NRC to obtain the services of skilled facilitators and instructors who can deliver ILT. Period of Performance: 07/01/2014 to 06/30/2016 LEADERSHIP TRAINING. Accounting Info: 2014-X0200-FEEBASED-84-84D003-51-N-192-T8475-251E \$0.00 (Subject to Availability of Funds) Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				0.00

25. ACCOUNTING AND APPROPRIATION DATA
2014-X0200-FEEBASED-84-84D003-51-N-192-T8475-251E

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$500,000.00

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 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
Vincent Butch Wardlaw

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Erika Eam

30b. NAME AND TITLE OF SIGNER (Type or print)
Vincent Butch Wardlaw, President

30c. DATE SIGNED
25 June 2014

31b. NAME OF CONTRACTING OFFICER (Type or print)
ERIKA EAM

31c. DATE SIGNED
6/23/2014

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

SUNSI REVIEW COMPLETE

JUN 27 2014

TEMPLATE - ADM001

ADM002

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	The obligated amount of award: 50.00. The total for this award is shown in box 26.				

32a QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT COMPLETE PARTIAL FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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SECTION B - Supplies or Services/Prices

NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Leadership Training

(b) Summary work description: The NRC Leaders' Academy seeks to enhance the skills and knowledge of its employees (non-supervisor, supervisor and manager) in grade levels GG-7 through SES by offering state of the art leadership development, career program training courses and other developmental activities.

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is \$500,000.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is \$3,000.

(d) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

PRICE/COST SCHEDULE

BASE YEAR 7/1/2014 – 6/30/2015

CLIN	NRC Internal Course	Fixed Unit Price
001	½ day class (4 hours)	[REDACTED]
002	1 day course (8 hours)	[REDACTED]
003	1.5 day course (12 hours)	[REDACTED]
004	2 day course (16 hours)	[REDACTED]
005	2 day course with SDI feedback (16 hours)	[REDACTED]
CLIN	COTS Courses	Fixed Unit Price
006	½ day class (4 hours)	[REDACTED]
007	1 day course (8 hours)	[REDACTED]
008	1.5 day course (12 hours)	[REDACTED]
009	2 day course (16 hours)	[REDACTED]
CLIN	Instruments needed to support classroom courses	Fixed Unit Price
0010	MBTI	[REDACTED]
0011	Strength Deployment Inventory (SDI)	[REDACTED]
0012	Firo-B	[REDACTED]
CLIN	Personnel	Fixed Hourly Rate
**0013	Offsite Project Manager	[REDACTED]
**0014	Instructional System Designer (ISD)	[REDACTED]
0015	Alternate Training Venue	NTE [REDACTED]
CLIN	ELS Presentation	
*0016	Guest Speaker Fees	NTE [REDACTED]
*0017	Travel	NTE [REDACTED]
0018	ELS Coordination Fee(per ELS)	NTE [REDACTED]

OPTION YEAR 1 7/1/2015 – 6/30/2016

CLIN	NRC Internal Course	Fixed Unit Price
1001	½ day class (4 hours)	[REDACTED]
1002	1 day course (8 hours)	[REDACTED]
1003	1.5 day course (12 hours)	[REDACTED]
1004	2 day course (16 hours)	[REDACTED]
1005	2 day course with SDI feedback (16 hours)	[REDACTED]
CLIN	COTS Courses	Fixed Unit Price
1006	½ day class (4 hours)	[REDACTED]
1007	1 day course (8 hours)	[REDACTED]
1008	1.5 day course (12 hours)	[REDACTED]
1009	2 day course (16 hours)	[REDACTED]
CLIN	Instruments needed to support classroom courses	Fixed Unit Price
1010	MBTI	[REDACTED]
1011	Strength Deployment Inventory (SDI)	[REDACTED]
1012	Firo-B	[REDACTED]
CLIN	Personnel	Fixed Hourly Rate
**1013	Offsite Project Manager	[REDACTED]
**1014	Instructional System Designer (ISD)	[REDACTED]
1015	Alternate Training Venue	NTE [REDACTED]
CLIN	ELS Presentation	
*1016	Guest Speaker Fees	NTE [REDACTED]
*1017	Travel	NTE [REDACTED]
1018	ELS Coordination Fee (per ELS)	NTE [REDACTED]

*Guest Speaker Fee + Travel = the NTE amount is to be used over the life of the contract, not on a per unit basis.

** Loaded Hourly Rates – The fixed price hourly rate listed is “loaded” and shall include the following: salary cost or consulting fee of the individual providing services; payroll costs (fringe benefit, FICA etc.) indirect costs applicable to labor and profit or fee, if any.

SECTION C - Description/Specifications

Enterprise-Wide Instructor-Led Training Delivery Leadership Development Statement of Work

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 Office of Chief Human Capital Officer (OCHCO), Human Resources and Training (HRTD), provides instructor-led training, (ILT) and distance education courses (e.g., self-study or Web-based training) 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 funded by HRTD; however, HRTD works closely with all NRC offices and regions to meet the agency's training needs. The agency's instructor-led courses are either off-the-shelf commercial (COTS) courses, or NRC internal courses developed by contractors and in-house staff.

The OCHCO Professional Development Center (PDC) was established to support NRC in-house training requirements at its Headquarters' location. The PDC training facility is located in Rockville, MD and features five classrooms with a capacity for 150 students, and two computer lab training rooms with a combined capacity of 32 students. The PDC also includes a student lounge and kitchen, an email-checking station, a small exhibit area, staff offices, and two multipurpose rooms.

Instructor-led training held at the PDC is 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 outside the metropolitan DC area, or facilities near those sites. 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]). 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 iLearn, the NRC's Learning Management System (LMS).

II. Purpose

The NRC Leaders' Academy seeks to enhance the skills and knowledge of its employees (non-supervisor, supervisor and manager) in grade levels GG-7 through SES by offering state of the art leadership development, career program training courses and other developmental activities.

To expand further:

- Sustain a high performing workforce
- Maintain and enhance the professionalism of its employees
- Build public's confidence and trust in the NRC
- Enable the professional staff to meet new challenges confronting them in their positions
- Prepare employees for management and supervisory responsibilities
- Provide high-quality training at reasonable costs

III. Objective

The objective of this contract is to enable NRC to obtain the services of skilled facilitators and instructors who have the resources and capability of delivering ILT.

IV. Statement of Work

The contractor shall provide, at the NRC Contracting Officer Representative's (COR) request, the five services listed below.

1. Training Delivery: Instructors
2. Training Delivery: Courses and Course Materials
3. Customization of Off-the-shelf Courses (as needed)
4. Implementation of Executive Leadership Seminars
5. Offsite Project Management Support

III.1. Training Delivery: Instructors

III.1.1 Requirement

The contractor shall provide qualified instructors to deliver HRTD courses offered at the PDC or NRC's facilities located at Headquarters or the Regional sites. Instructor-led courses may be delivered in the classroom, via GoToMeeting, or via the NRC's VTC system. Courses include internally developed courses, the contractor's COTS courses, and other off-the-shelf course materials developed by a third-party vendor or contractor. (Note: The number of sessions scheduled per course and the course titles listed in this Statement of Work (SOW) may vary throughout the period of performance based on agency's changing needs and funding levels.)

III.1.2 Standard

- a. Provide an appropriate number of qualified instructors to teach the anticipated classroom courses set forth in Appendix A. Provide at least one highly qualified primary and one equally qualified back-up instructor for every course. 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. Note: Since most courses associated with this SOW will be held at the PDC, the contractor shall provide sufficient qualified local instructors and not those incurring travel costs.
- b. Provide a qualified alternate instructor if the primary instructor or back-up instructor is unable to teach a scheduled session. Obtain the NRC COR's approval before substituting the alternate instructor. Whenever possible, maintain the approved course schedule when substituting instructors. If a qualified instructor cannot be found for a session date(s), the contractor shall work with the COR to identify an alternative date(s) at no additional cost to the NRC. All alternative delivery dates must be approved by the COR.
- c. Provide each instructor all 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 COR.
- d. Notify the COR of the audio, VTC, or AV equipment the instructor needs to conduct the class session. For computer application classes, advise the COR and of any required software installation on the classroom computers and any special hardware requirements, as needed. This information shall be provided to the COR no less than 10 business days before the class start date.
- e. Notify the COR of the name of any non-badged instructor so the COR can enter the instructor's name into the NRC's Visitor Access Request System (VARS). This information shall be provided to the COR no less than 10 business days before the class start date.
- f. Ensure every instructor fulfills the prepared course preparation activities. These activities include arriving no less than 30 minutes before class, becoming familiar with the classroom equipment, and verifying 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.
- g. Ensure all contractor-led courses start on time, as scheduled.

- h. Contractor shall monitor and evaluate the effectiveness and teaching techniques of each instructor every 6 months. The minimum standards for effective instructional delivery 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. Successfully facilitate classes with an estimated class size of 10 to 40 participants. (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 as designed. If substituting or adding materials to the course, furnish one copy of any DVDs, CDs, videotapes, LCD slides, books, handouts, or other materials to the COR for review and approval at least 2 weeks before the session start date. All materials must be approved by the COR 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. Present the emergency evacuation information at the start of each instructor-led class¹. 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.
 - xiii. Provide a 1-hour lunch break and at least one 15-minute break during the morning session and one 15-minute break during the afternoon session, or provide breaks as agreed upon by the COR or as determined by the course design.
- i. Follow the NRC's evaluation collection process (online submission), and review the participant evaluations to assess course quality and instructor performance. The NRC reserves the right to make changes to the evaluation form, or change the evaluation form collection process as necessary to meet its reporting requirements. (Notes: The NRC will provide the contractor a report summarizing the instructors' evaluation scores per session within 3 weeks of the session end date. The contractor may be asked to participate in Level 2 evaluations during the period of performance.)
 - j. Ensure all instructors meet the performance qualifications described in Section III.1.2a of the 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 feedback from students 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 COR may ask the contractor to remove the instructor from the roster and provide a qualified replacement, while maintaining the approved course schedule.
 - k. Ensure each instructor understands and follows all NRC security procedures and policies while working in the NRC.

¹ This is a 1 minute presentation. The NRC will provide the contractor the emergency plan information upon contract award, as well as policy updates when implemented.

- i. 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.

III 1.3 Deliverables

- a. Classroom and distance education instructors skilled in the appropriate topic and prepared to teach each assigned course.
- b. Courses that start on time, as scheduled.
- c. High quality facilitation and interactive course delivery.
- d. Instructors who have familiarized themselves with the classroom layout and AV equipment operation before class begins.
- e. Effective distance education programs for geographically dispersed employees that matches the quality of face-to-face classroom instruction.
- f. Provide at least one highly qualified primary and one equally qualified back-up instructor for every course.
- g. Ongoing evaluation and assessment of each instructor's performance.

III.2 Training Delivery: Courses and Course Materials

III.2.1 Requirement

The contractor shall deliver a variety of open enrollment courses according to the annual schedule posted in the NRC catalog (refer to appendix B). These courses include in-house NRC courses, as well as the contractor's COTS courses or off-the-shelf course materials published by a third-party vendor. Classes at the PDC begin no sooner 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 shall 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 distance education course or a course at NRC's facilities located in Region I, Region II, Region III, Region IV, and Technical Training Center (TTC) or at another offsite location in these metropolitan areas.

III.2.2 Standard

- a) Deliver the following NRC courses as scheduled in the NRC open enrollment catalog. Course descriptions are in Appendix C. Course titles may be added or deleted depending upon NRC's training needs and funding levels.

Leadership Courses:

1. Coaching for Results (1 day)
2. Conflict Management (2 days)
3. Culture and Values Management (2 days)
4. Employee Retention Tools and Techniques (1 day)
5. Interpersonal Communications (2 days)
6. Leadership Orientation (2 days)
7. MBTI: Presenting Type in Organizations (1 day)
8. Motivating Others and Team Development (2 days)
9. Performance Management (1.5 days)
10. Recruitment, Behavioral Interviewing and Selecting (1.5 days)
11. Self-Assessment for Leadership (2 days)

b) Provide instruments and other COTS course materials, as needed. Currently the NRC uses the following instruments:

- MBTI – (used in class)
- Strength Deployment Inventory (SDI) (used in class)
- FIRO-Business (used in class)

c) Deliver the above course titles on the scheduled dates specified in the published NRC open enrollment course catalogue. Open enrollment course sessions are listed in Appendix E. A similar number of offerings will be scheduled each fiscal year; however, changing organizational need throughout the period of performance could impact the needed number of sessions delivered at the PDC, in a regional office or other NRC location.

d) When adding or removing sessions from the schedule of NRC open enrollment courses conducted at the PDC, or as directed by the COR, the contractor shall do so within 2 weeks of the request and at no additional cost to the NRC. All changes need to be approved by the COR. (Note: The NRC reserves the right to cancel or reschedule a specific session, add a new course title, or retire an 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. (Note: Internal NRC courses or NRC specific and customized

courses developed by the contractor shall be printed internally via the NRC Copy Center, unless the course contains materials published and copyrighted by an external vendor.)

f) Follow the NRC's Level 1 evaluation collection process (online submission), and use the information and data collected from the evaluations as feedback for assessing instructor performance (as described in section III.1.2.i), and improving course delivery. The NRC reserves the right to make changes to the evaluation form, or change the evaluation form collection process, as necessary to meet its reporting requirements. See Appendix F for a copy of the Level 1 course evaluation.

g) Use NRC-available software to conduct Webinar courses delivered via GoToMeeting. Should NRC change to another system, the contractor is expected to use the new system to deliver NRC's webinar courses.

h) Have expertise in using appropriate assessment/testing instruments. Must be qualified or certified (as required per instrument) to administer a number of assessments, including but not limited to:

- MBTI
- Strength Deployment Inventory (SDI)
- FIRO-Business

III 2.3 Deliverables

- a. High quality instructor-led classroom and other distance education courses that meet the NRC's training requirements.
- b. Timely receipt of all the appropriate course materials associated with each scheduled courses session—1 per student. . Instructional materials shall include a participant guide, instructor guide, and PowerPoint slides. Other instructional aids may include job aids, handouts, case studies, reference guides, DVDs, readings, case studies, instruments, and other interactive learning materials that support delivery of the course content.
- c. Course sessions scheduled in accordance with NRC's needs and delivered on the dates specified in the NRC catalog of scheduled open enrollment courses.
- d. A review copy of all contractor supplied course materials at least 2 weeks after contract award.

III.3 Customization of Off-the-shelf Courses

III.3.1 Requirement

As directed by the COR, the contractor shall customize COTS courses to reflect NRC policies, processes, organizational culture and minor or major changes to course materials. The contractor shall conduct such projects in accordance with project schedules and deliverable requirements established in a written task order. These task orders will include:

- Objectives
- Scope of work
- Deliverables
- Assumptions and Constraints
- Period of Performance
- Price based (upon contractual labor rates and fees)

Course material changes may be minor or major as described below:

Minor Changes: The contractor shall make minor changes to the program 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 (unless purposely included). Examples of minor changes are an organizational change, a date change, the deletion or addition of NRC-provided materials.

Major Changes: The contractor may be requested to make major modifications to a course or program. Examples of major changes are: combining courses or portions of courses, restructuring the course content, or adding content.

III.3.2 Standard

- a. Revise or customize existing courses. Recommend new contractor or third-party vendor titles to replace outdated courses when appropriate. Instructional materials shall include a participant guide, instructor guide, and PowerPoint slides. Other instructional aids may include job aids, handouts, case studies, reference guides, DVDs, readings, case studies, instruments, and other interactive learning materials that support delivery of the course content.
- b. Contractor shall use the Analysis, Design, Development, Implementation and Evaluation (ADDIE) instructional design model or similar instructional design standard as needed to design the course and identify the content.
- c. Ensure all course design, revision or customization projects include a participant manual, instructor manual, job aids and other appropriate instructional materials. Deliver quality, proof-read deliverables and ensure the participant handbooks and other instructional materials are designed in accordance with HRTD Operating Procedure 0404" Training Material Control" or as directed by the COR.

- d. Contractor shall work efficiently, effectively, and cooperatively with the COR, his or her designee, or a NRC subject matter expert (SME) as needed within the allotted timeframe of the project, and as directed by the NRC COR.

III 3.3 Deliverables

- a. High quality, effective and interactive instructional courses that meet the NRC's training requirements and facilitate the required skill development.
- b. Course designs based on and developed in accordance with ISD principles and the ADDIE (analysis, design, development, implementation and evaluation) development process
- c. Error free, technically accurate course materials formatted according to NRC specifications.
- d. Course customization projects delivered on time and within budget.

All materials developed specifically for the NRC under this SOW will become the property of the United States Government. 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).

III.4 Implementation of Executive Leadership Seminars

The contractor shall provide the external speaker and all logistics for four (4) 2-hour Executive Leadership Seminars (ELS) a calendar year (maximum of 4), and provide the logistics for up to 4 internal ELS presentations involving local or internal speakers on relevant leadership topics.²

III.4.1 Requirement

- a. For the quarterly ELS presentations, research and provide a list of 8-10 suggested external guest speakers and presentation topics per speaker based on input from the COR. NRC will provide the contractor an overview of possible topics based on current organizational need. Topics will focus on current leadership trends and issues in the public and private sector.
- b. For the quarterly ELS presentations, presentation content and logistics, speaker fees, travel dates, and other related issues should be agreed upon by the NRC COR. The NRC COR must approve all speakers, dates and presentation content before the event.

² It is assumed that there will be no cost (speakers or travel fees) associated with the internal ELS presentations involving local or internal speakers.

- c. For both the external and internal ELS presentations, assist the NRC COR manage the program logistics including but not limited to drafting content related emails and session invitations as well as talking points for the Executive Director's program introduction; reviewing the presentation content before the presentation and providing feedback to the speaker, and other tasks needed to support program logistic as determined by the NRC COR and internal ELS program procedures.

III.4.2 Standard

- a. NRC executives and senior leadership receive quarterly presentations of current leadership trends.
- b. Contractor handles all required program logistics on behalf of OCHCO/HRTD and the NRC COR.

III 4.3 Deliverables

A minimum of four (4) ELS presentations a calendar year (1 per fiscal quarter).

III.5 Project Management Support

III.5.1 Requirement

Throughout the period of performance, the contractor shall provide an off-site project manager (PM) who will be responsible for managing and coordinating the delivery of all services described in this SOW. The PM, shall be available on a as needed basis, Monday through Friday, during normal business hours (e.g. 8:30 a.m. to 5:00 p.m. ET), shall implement tasks pertaining to the contract and responding to all NRC requests. This shall include answering questions about invoicing, scheduling, delivery of materials, and other related contractual matters. The contractor's project manager will serve as a single point of contact for the NRC and be empowered by the contractor to promptly respond to and resolve contractual, billing and (contractor) personnel issues.

III.5.2 Standard

- a. Provide the NRC COR a roster of instructors and a written analysis of each instructor's qualifications per teaching assignment(s) within 30 days after contract award. The roster shall include the instructor's name, 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 logistics and planning of each course customization project and each ELS. The contractor shall provide all revised or customized course materials in paper, native electronic, and PDF format with content approved by the NRC COR, or his or her designee.

- c. Locate appropriate training space at the contractor's facilities, a hotel or other conference facility alternative if the PDC or other NRC facility is not available. These training locations shall be located near the NRC's regional offices, priced according to regional pricing, and suitable for training delivery. Provide the COR one or more course dates for approval. (Note: The majority of courses delivered under this contract will be held at the NRC's Headquarters PDC training facility or at its regional sites; however, NRC may occasionally determine that it needs training rooms or computer labs outside the NRC's facilities.)
- d. Send master course materials to the COR in a timely manner (at least 10 business days prior to course presentation).
- e. Work with the COR to prepare, revise, and maintain the annual calendar of scheduled open enrollment courses, course descriptions, session dates and other applicable information. The course descriptions and session dates shall be accessible from iLearn.
- f. Prepare draft and final course descriptions for COR's approval.
- g. Work with the COR to ensure annual open enrollment classes are scheduled and the course sessions are correct in iLearn. Throughout the year monitor the need for offering additional sessions of a particular course, and recommend when additional sessions are required.
- h. Ensure all the performance standards specified in sections III.1, III.2, III.3, and III.4 of this SOW are met and maintained throughout the period of performance.
- i. Communicate on a regular basis with the COR and other designated NRC staff to discuss contractor deliverables and objectives, identify problems and issues and discuss problem resolution. Provide the COR with monthly reports on the status and activities of personnel covered under this contract to ensure that all activities are being properly executed; make suggestions to the COR for improvement of services.
- j. Monitor and evaluate the effectiveness of the courses the contractor provides and delivers to the NRC, and recommend changes to course content and materials. Provide a review copy of all proposed courses to the COR's review and approval prior to use in the classroom. (Note: All proposed courses must be reviewed and approved by the COR before a course can be added to the NRC catalog or scheduled for delivery at the PDC.)
- k. As directed by the NRC COR, work with the requestor and the PDC staff when special requests are made by NRC remote offices or for course delivery held outside the NRC PDC.

III 5.3 Deliverables

- a. COR is provided a review copy of all approved and proposed off-the-shelf courses including all participant and instructor materials.
- b. All the performance standards specified in sections III.1, III.2, and III.3 of this SOW are met and maintained throughout the entire period of performance.
- c. All the deliverables identified in sections II.1.3, III.2.3 and III.3.3 are delivered on time and meet the specified performance standards stated in this SOW.
- d. Timely receipt of invoices, reports, course design project deliverables, course materials and immediate resolution to identified performance and quality problems identified by the COR.

IV. Personnel Qualifications

Project Manager

Five (5) or more years of experience in managing programs similar in scope to the work described in the SOW. Experience indicating strong problem-solving and organizational skills, as well as solid customer service and interpersonal skills. Proven ability to effectively communicate orally and in writing, as well as handle all aspects of the supervision of instructors (e.g., hiring, firing, rating, training, etc.).

Instructors

One year or more experience in teaching the subject matter, or significant expertise with the subject matter in a professional capacity in the public or private sector Preferred credentials include a certificate or academic degree in facilitation, teaching, adult education, or human resources development. Experience operating AV equipment or teaching in a distance education delivery method is highly desirable.

IV. Qualified Instructional System Designers

The contract shall provide highly qualified curriculum developers and designers of training with a minimum of five years' experience in designing similar courses for other Federal government agencies, using the ISD methodology which clearly shows the importance of communications both internally and externally. The offeror shall provide at least one sample where a similar course was designed and developed for the Federal government by the offeror and its proposed design/development key personnel, using the ISD methodology.

V. Travel

When domestic travel 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). Contractor shall estimate \$15,000 travel a year for travel for a total of \$30,000 over the five year life of the contract.

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 not be reimbursed by the NRC. Headquarters and local parking at the PDC are not provided by the NRC.

VI. NRC Mailing Instructions

The contractor must deliver to the following addresses all instructional materials to be used for training activities that are not the property of the NRC, a minimum of 8 business days prior to the scheduled date of training. All materials must be marked on the outside of each box with a label indicating the name of the course, date the course is scheduled to be given and the contents of the package. Multiple boxes should be marked 1 of X, 2 of X, 3 of X, etc. Note: Materials cannot be couriered. All materials must be shipped to the addresses below.

Material delivered to PDC c/o Headquarters: U.S. Nuclear Regulatory Commission
Mail Processing Center
4930 Boiling Brook Parkway
Rockville, MD 20852-2306
ATT: Basia Sall, Mail Stop 3WFN 02-C28

Region I Office: Ms. Riqueza (Cha) Marziale, Training Coordinator
U.S. NRC, Region I
2100 Renaissance Blvd., Suite 100
King of Prussia, PA 19406-2317
(601) 997-4837

Region II Office: Ms. Bridget Evans, Training Coordinator
U.S. NRC, Region II
Marquis One Tower
245 Peachtree Center Ave., NE
Atlanta, GA 30303
(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) 829-9552

Region IV Office: Ms. Sandra Lindsay, Training Coordinator
U.S. NRC, Region IV
1600 East Lamar Blvd
Arlington, TX 76011-4511
(817) 2001237

NRC Technical Training Center: Ms. Sally Dee
U.S. NRC, Technical Training Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677
(423) 855-6511

VII. Cancellation

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.

The NRC will endeavor to cancel any scheduled training when there is insufficient enrollment not later than 10 workdays prior to the beginning of the scheduled training date. Should the NRC have to close down due to an emergency or situation beyond the control of the agency, the NRC may reschedule the session for a mutually agreeable date without additional cost to the NRC.

VIII. Government Furnished Facilities, Supplies, and Equipment

Upon award of this contract, NRC will provide for use during the provision of contract services.

- Appropriate facilities for ILT design consultation sessions and other related activities at NRC headquarters.
- Access to NRC subject matter experts
- Copies of relevant NRC training and security clearance forms
- Privacy Act and NRC Security requirements guidance (Note: contractors will be required to obtain NRC Level II IT security clearance)
- Copies of applicable HRTD and PDC policies

APPENDIX A: Estimated Number of Course Materials and Courses Delivered a Year by Course Length and Type

NRC Internal Course	Estimated Sessions per Year ³
½ day class (4 hours)	0
1 day course (8 hours)	10
1.5 day course (12 hours)	8
2 day course (16 hours)	20
Total	38
COTS Courses	Estimated Sessions per Year
½ day class (4 hours)	0
1 day course (8 hours)	6
1.5 day course (12 hours)	0
2 day course (16 hours)	6
Total	12
Instruments needed to support classroom courses	Estimated Number Needed per Year
MBTI	90
Strength Deployment Inventory (SDI)	90
Firo-B	90

³ Estimated delivery includes scheduled open enrollment, estimated regional, and projected just-in-time training (JIT) sessions that may be needed but are undetermined at this time. Actual quantity delivered under this contract will vary based on agency need and available funding.

Appendix B: Course Descriptions of Internal NRC Courses

Coaching for Results, Course 1161

This 1-day course introduces you to the essential skills you need to effectively coach your employees. By learning proper coaching techniques, you can raise the performance levels of your staff and increase value to the organization by building trust and solving problems. Course content will also help you understand the importance and benefits of coaching to improve work unit performance, and provide you multiple opportunities for practicing your newly acquired coaching skills.

Conflict Management, Course 1120

During this 2-day course, you will learn how to identify behaviors that contribute to conflict in the workplace and employ strategies to diffuse conflict. Through role play, guided discussion, and other instructional exercises, you will have the opportunity to explore the causes of conflict and apply appropriate conflict management strategies.

Culture and Organizational Values Management, Course 1250

This 2-day course will increase your awareness and understanding of the NRC safety culture by teaching you how to communicate NRC values and set expectations to promote a strong internal safety culture. The leadership competencies you learn in this class will help you shape and lead a culture that supports the highest levels of safety awareness and is in alignment with the NRC's definition of safety culture and core values.

Employee Retention Tools and Techniques, Course 1181

This one day course provides a strong understanding for how to retain the "best and the brightest" employees and skill sets for NRC. During class you will use the NRC Managers' Employee Retention Tools to learn how to retain staff in the new Federal workforce.

Financial Management Seminar, Course 124

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.

Interpersonal Communications, Course 1118

In this 2-day course, you will learn communication skills that are vital for success as a supervisor and leader. Skills taught will include how to communicate more effectively with subordinates, team members, peers, and upper management. You will also practice applying your newly learned skills through role play and other instructional activities.

Leadership Orientation, Course 1111

This 2-day course is designed for new or future first-line Supervisors or Team Leaders. It covers information on the NRC's leadership philosophy and values, and application of both. During class, you will have the opportunity to define your own preferences for leadership attributes, styles, sources of power, influence, and direction, as well as complete a learning plan to set goals for yourself in each of these areas.

MBTI: Presenting Type in Organizations, Course 4682

Using the Myers-Briggs Type Indicator® (MBTI), this highly interactive 1-day classroom course will help you develop a deeper understanding of yourself and how you relate to others — both personally and professionally. For more than 50 years, the MBTI® instrument has helped millions of people develop skills to better understand, value, and manage similarities and differences among people. This understanding enhances personal and professional relationships by increasing harmony, productivity, and effectiveness among diverse individuals and groups.

Because it explains basic patterns in human behavior, the MBTI® instrument used in this course will give you valuable knowledge and skills in the area such as self-understanding & development, team-building, interpersonal communication, and conflict and change management

Motivating Others and Team Development, Course 1151

This 2-day course will help you build a positive team environment by introducing you to the tools and best practices needed to build and sustain high performing teams. Through exercises and discussion, you will have an opportunity to experience a range of team behaviors and apply strategies to guide a team's success.

Performance Management, Course 1171

This 1½-day course provides a strong foundation in performance management for evaluating staff and applying NRC staff performance standards. During class, you gain expertise through case studies that provide practice creating statement of expectations and rating performance using the five levels of NRC's performance rating system. You will learn the do's and don'ts of performance appraisal discussions, how to recognize good performance, and how to give corrective feedback to staff members with performance problems.

Recruitment, Behavioral Interviewing and Selection, Course 1121

This 1½- day course will teach you to successfully apply recruitment strategies; conduct effective, behaviorally-based interviews; and make appropriate selection decisions in the NRC environment. Course content reviews the recruitment and hiring procedures at NRC, provides you with a thorough process for conducting legally defensible and appropriate interviews, and allows you to practice writing behaviorally based interview questions.

Self-Assessment for Leadership, Course 1119

This 2-day course provides you an opportunity to self-assess your leadership style through the Strength Deployment Inventory (SDI) and apply this self-knowledge to your supervisory responsibilities at the NRC. Through discussion and hands-on exercises, you will learn how to apply leadership concepts and to accommodate the styles of others.

Appendix C: Tentative Course Descriptions of Contractor-Provided Courses *(as currently delivered)*

Appendix D: Tentative Scheduled Open Enrollment Session Dates at the PDC⁴

Course Title	Dates
Coaching for Results (1 day)	<ul style="list-style-type: none"> • September 16, 2014 • November 13, 2014
Conflict Management (2 days)	<ul style="list-style-type: none"> • August 6 – 7, 2014 • September 24 – 25, 2014 • November 3 – 4, 2014
Culture and Organizational Values Management (2 days)	<ul style="list-style-type: none"> • September 17 – 18, 2014 • October 22 – 23, 2014
Employee Retention Tools and Techniques (1 days)	<ul style="list-style-type: none"> • July 17, 2014 • October 9, 2014 • December 11, 2014
Financial Management Seminar (FMS) - (2 days)	<ul style="list-style-type: none"> • September 8 – 9, 2014
Leadership Orientation (2 days)	<ul style="list-style-type: none"> • October 15 – 16, 2014 • December 3 – 4, 2014
MBTI: Presenting Type in Organizations (1 days)	<ul style="list-style-type: none"> • September 9, 2014 • December 2, 2014
Motivating Others and Team Development (2 days)	<ul style="list-style-type: none"> • July 15 – 16, 2014 • October 1 – 2, 2014 • December 16 – 17, 2014
Performance Management (1.5 days)	<ul style="list-style-type: none"> • July 23 – 24, 2014 • September 10 – 11, 2014 • November 5 – 6, 2014
Recruitment, Behavioral Interviewing, and Selection (1.5 days)	<ul style="list-style-type: none"> • August 27 – 28, 2014 • October 29 – 30, 2014 • December 8 – 9, 2014
Self-Assessment for Leadership (2 days)	<ul style="list-style-type: none"> • August 19 – 20, 2014 • November 18 – 19, 2014

⁴ Contractors are expected to provide instructors for these dates if possible.

Appendix E: Level 1 Electronic Course Evaluation Questions

Following are the questions on the electronic course evaluation surveys that NRC employees complete in iLearn after they have attended an HRTD class. Course Managers run an iLearn report that summarizes the students' answers to these questions. Please note that questions 15-17 are text boxes on the electronic form.

1. The course met all stated 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"/>

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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"/>

4. The course participant handouts supported the learning experience.

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"/>

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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"/>

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. The Instructor was knowledgeable about the subject matter.

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"/>

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 D - Packaging and Marking

NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with 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.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Human Capital Officer (OCHCO), under Contract/order number TBD.

NRCD010 PACKAGING AND MARKING

(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: N/A

SECTION E - Inspection and Acceptance

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time -

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor

shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Draft Outlines - Student Manual (per SOW)
2. Draft Outlines - Instructor Manual (per SOW)
3. Final Copies -(per SOW)
4. Pre-Course Submission
5. Post-Course Submission
4. Final Reports

SECTION F - Deliveries or Performance

NRCF030C PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on TBD and will expire on TBD. The term of this contract may be extended at the option of the Government for an additional TBD, from TBD to TBD. The term of this contract may be extended at the option of the Government for an additional 6 months.

Base Period: 7/1/2014 – 6/30/2015

Option Period(s): 7/1/2015 – 6/30/2016

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2013)

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 Transfer-System Award Management".

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: NRCPayments@nrc.gov.

NRCG010 ORDERING PROCEDURES

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.
- (b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.
- (c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$500,000;
- (2) Any order for a combination of items in excess of \$500,000; or
- (3) A series of orders from the same ordering office within TBD; days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) 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 TBD; days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

SECTION H - Special Contract Requirements

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Susan Schoenberg, Donna Pearring, Sharon Foutain, Wayne Gerber, Scott Johnson, Garin Gendell, Sendia Spradley, Sam Adams, Janet Ruck, Butch Wardlaw.

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.

2052.215-71 COR AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

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

Name: Basia Sall
Address: 11555 Rockville Pike, Rockville, MD 20852
Telephone Number: 301-287-0582 Email: Basia.Sall@nrc.gov

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)

(a) Total expenditure for travel may not exceed **\$30,000.00** (over the life of the contract) 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.

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514,

“Federal Leadership in Environmental, Energy, and Economic Performance,” products and services acquired 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, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC’s Green Purchasing Plan (GPP) at:
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration’s (GSA) Green Procurement Compilation at:
<http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

In accordance with the Office of Management and Budget’s guidance to Federal agencies and the Nuclear Regulatory Commission’s (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors’ employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the

procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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.

NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared [*Insert time for annual evaluation here*]. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Previous NRC RTR Operations training course and any other materials mentioned in A.7 of the Statement of Work.

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number:[
N/A

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

SECTION I - Contract Clauses

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (NOV 2013) - ALTERNATE II (NOV 2013)

(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)).

(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: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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)).

(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 2013)(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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011)

(15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (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.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(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 (JUN 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive

Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2013) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)

(35)(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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(37)(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.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

(39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(52)(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: (Contracting Officer check as appropriate.)

(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.).

(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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 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)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

(J) 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.).

(K) 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.).

(L) 52.222-54, Employment Eligibility Verification (AUG 2013).

(M) 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.

(N) 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.

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 30 days.

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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance

under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE).
(APR 2012) - ALTERNATE II (SEP 1996)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or

may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l),

respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

2052.204-70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements Form (NRC 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;" MD 12.6, "NRC Sensitive Unclassified Information Security Program")' apply to the 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of national security information. As used in this clause, the term national security information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. 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.

(i) Criminal liabilities. 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.)

(j) 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.

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

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.

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.247-34 F.O.B. DESTINATION. (NOV 1991)

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

2052.215-72 TIMELY RECEIPT OF PROPOSALS. (OCT 1999)

2052.215-74 DISPOSITION OF PROPOSALS. (JAN 1993)

52.202-1 DEFINITIONS. (NOV 2013)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006) - ALTERNATE I (OCT 1995)

52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAR 2009)

52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

52.232-1 PAYMENTS. (APR 1984)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

SECTION J - List of Documents, Exhibits and Other Attachments

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site:
[http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)))).

c. 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 System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. 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.

e. 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.**

f. 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.

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

h. 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.

- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. 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).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- 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 deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)**

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 MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.**

Standard Forms: Reimbursement requests 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 requests 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 (s) 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 invoiced 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 Cost-Reimbursement Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)))).
- c. 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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.

- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.
- j. 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 required deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. 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 Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Cumulative Total</u>	<u>Hours Billed</u>
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(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) 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.

(4) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (3) 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.

(5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) 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).

(7) 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.)

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

(9) Other Costs. List all other direct costs by cost element and dollar amount separately.

p. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is requested.

q. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

(3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8, "Fixed Fee" (JUN 2011).

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

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

t. 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>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____

(b)	<u>Indirect Costs</u> <i>(provide the rate information applicable to your firm)</i>		
(10)	Overhead _____ % of _____ (Indicate Base)	\$ _____	\$ _____
(11)	General and Administrative (G&A) _____ % of _____ (Indicate Base)	\$ _____	\$ _____
Total Indirect Costs:		\$ _____	\$ _____

(c)	<u>Fixed-Fee:</u>		
(12)	Fixed-Fee Calculations:		
i.	Total negotiated contract fixed-fee percent _____ and amount \$ _____		
ii.	85% allowable fee amount \$ _____		
iii.	Cumulative fee billed on prior invoices \$ _____		
iv.	Fee due this invoice <i>(not to exceed 85% of fee earned based upon negotiated contract fee percentage)</i> \$ _____		

Note: The fee balance withheld by NRC may not exceed \$100,000.

Total Fixed-Fee:		\$ _____	\$ _____
(d)	Total Amount Billed	\$ _____	\$ _____

(e) **Adjustments (+/-)** \$ _____ \$ _____

(f) **Grand Total** \$ _____ \$ _____

(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 Labor - \$2,400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	
		975		
Engineer	50	\$10.00	\$ 500	
		465		
Computer Analyst	100	\$ 5.00	\$ 500	
	<u>320</u>			
			\$2,400	1,760
		hrs.		

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	\$ 500	\$100
	<u>\$2,400</u>	<u>\$480</u>

3) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

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

4) 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>

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150
 (EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) 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

8) Subcontracting - \$30,000

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

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

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000
Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

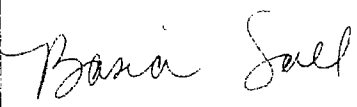
Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000

iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	- <u>\$8,218</u>
Grand Total	\$166,802

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 Basia Sall Leadership Development Program Manager	SIGNATURE 	DATE 3/31/14
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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 1)
 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 Ben Ficks, Chief Learning Officer	SIGNATURE 	DATE 3/31/14
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Mary Jane Ross-lee	SIGNATURE 	DATE 4/3/14
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Sheila Bumpass	SIGNATURE 	DATE 6/26,

REMARKS

REMARKS