

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 MD004 See Block 16C OCHCO-16-0072

6. ISSUED BY CODE NRCHQ 7. ADMINISTERED BY (If other than Item 6) CODE  
 US NRC - HQ  
 ACQUISITION MANAGEMENT DIVISION  
 MAIL STOP 3WFN-05-C64MP  
 WASHINGTON DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 ADVANCED COMPUTER LEARNING COMPANY LLC (x)  
 ATTN JACK ZEIGLER  
 208 HAY STREET  
 SUITE 2C  
 FAYETTEVILLE NC 283015534  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 NRC-HQ-84-14-C-0010  
 10B. DATED (SEE ITEM 13)  
 09/16/2014  
 CODE 141415021 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$171,000.00  
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
  - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
  - D. OTHER (Specify type of modification and authority)  
 X FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEC 2014); (c) Changes

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to:

- 1) Incrementally funding the contract in the amount of \$171,000.00;
- 2) Revise the Price Schedule; and
- 4) Revise the Statement of Work.

See attached, page 4, for detailed information.  
 LIST OF CHANGES:  
 Reason for Modification : Other Administrative Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$850,000.00  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Kathryn M. Cox, VP Contract Administration ERIKA EAM  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 Kathryn M. Cox 6 April 2016 Erika EAM 4/8/2016  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR 12 2016

ADM002

NAME OF OFFEROR OR CONTRACTOR:  
ADVANCED COMPUTER LEARNING COMPANY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Award: \$850,000.00  Obligated Amount for this Modification:  \$171,000.00  New Total Obligated Amount for this Award:  \$677,732.99  Incremental Funded Amount changed: from  \$0.00 to \$677,732.99  CHANGES FOR LINE ITEM NUMBER: 1  Obligated Amount for this modification:  \$171,000.00  Incremental Funded Amount changed from  \$506,732.99 to \$677,732.99</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  2016-X0200-FEEBASED-84-84D003-11-N-157-1084-251A  BBFY 2016  EBFY  Fund X0200  Funds Source FEEBASED  YBA  Office 84  Division 84D003  Branch  Cost Ctr (Job Code) 1084  Major prog/Business 11  Product Line N  Product 157  BOC 251A  REIM Agreement Num  REIM Agmt Line Num  FAIMIS Template Name 11-N-157-1084  Quantity: 0  Amount: \$110,000.00  Percent: 12.94118  Subject To Funding: N  Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  2016-X0200-FEEBASED-84-84D003-38-N-157-1084-251A  BBFY 2016  EBFY  Fund X0200  Funds Source FEEBASED  YBA  Office 84  Division 84D003  Branch  Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NRC-HQ-84-14-C-0010/M0004

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NAME OF OFFEROR OR CONTRACTOR  
 ADVANCED COMPUTER LEARNING COMPANY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Ctr (Job Code) 1084 Major prog/business 38 Product Line N Product 157 BOC 251A REIM Agreement Num REIM Agmt Line Num FAIMIS Template Name 38-N-157-1084 Quantity: 0 Amount: \$61,000.00 Percent: 7.17647 Subject To Funding: N Payment Address:  Delivery: 15 Days After Award Delivery Location Code: TTC US NRC TECHNICAL TRAINING CENTER OSBORNE OFFICE CENTER 5746 MARLIN ROAD SUITE 200 CHATTANOOGA TN 37411-5677 USA				

Accordingly, the following specific change is to be made to the Contract:

1. **Section B.3 Price/Cost Schedule**, delete in its entirety and replace with the following:

"Base Period – 09/16/2014 – 09/15/2015

CLIN	LABOR CATEGORY	UNIT PRICE HOURLY RATE*
00001	Instructional Designer	[REDACTED]
00002	Instructional Designer	[REDACTED]
00003	Instructional Designer	[REDACTED]
00004	Senior Instructional Designer	[REDACTED]

Option Period 1 – 09/16/2015 – 09/15/2016

CLIN	LABOR CATEGORY	UNIT PRICE HOURLY RATE*
10001	Instructional Designer	[REDACTED]
10002	Instructional Designer	[REDACTED]
10003	Senior Instructional Designer	[REDACTED]
10004	Program Manager	[REDACTED]
10005	Senior Consultant	[REDACTED]

Option Period 2 – 09/16/2016 – 09/15/2017

CLIN	LABOR CATEGORY	RATE*
20001	Instructional Designer	[REDACTED]
20002	Instructional Designer	[REDACTED]
20003	Senior Instructional Designer	[REDACTED]
20004	Program Manager	[REDACTED]
20005	Senior Consultant	[REDACTED]

Option Period 3 - 09/16/2017 - 09/15/2018

CLIN	LABOR CATEGORY	RATE*
30001	Instructional Designer	[REDACTED]
30002	Instructional Designer	[REDACTED]
30003	Senior Instructional Designer	[REDACTED]
30004	Program Manager	[REDACTED]
30005	Senior Consultant	[REDACTED]

Option Period 4 - 09/16/2018 - 09/15/2019

CLIN	LABOR CATEGORY	RATE*
40001	Instructional Designer	[REDACTED]
40002	Instructional Designer	[REDACTED]
40003	Senior Instructional Designer	[REDACTED]
40004	Program Manager	[REDACTED]
40005	Senior Consultant	[REDACTED]

Other Direct Costs (ODCs)

CLIN	LABOR CATEGORY	TOTAL
ODC0001	Travel**	NOT TO EXCEED (NTE) [REDACTED]

Training Development Instruments

TRAINING DEVELOPMENT	FIXED UNIT PRICE
Information System Security Officer	[REDACTED]
Competency Model (IT System Administrator)	[REDACTED]
Self-Directed Learning Engine - 1 year	[REDACTED]
Reliability and Risk Analyst	[REDACTED]
Custom Model Health Physics Decommissioning Inspector	[REDACTED]
Performance Consulting Training/Certification	[REDACTED]

\*All proposed rates must be fully burdened.

\*\*Travel is not-to-exceed amount for the entire life of the contract. Travel must be approved in accordance with Section C.18 of the contract and invoiced in accordance with federal travel regulations and the billing instructions provided in D.3."

2. **Section D – List of Documents, Exhibits, and Other Attachments, Attachment D.1 Statement of Work – (LOE-BASED),**

a. 1 **Title of Project**, delete in its entirety and replace with the following,

“This is a non-personal services contract to provide learning development support for the learning transformation project.”

b. 2 **Introduction**, delete in its entirety and replace with the following,

“OCHCO is transforming the learning and development process at NRC. This transformation will include development of innovative learning interactions including distance and blended learning course materials.

This contract shall provide personnel necessary to perform learning development and support services as defined in this SOW. The contractor shall perform to the standards in this contract.”

c. 4 **Objective**, delete in its entirety and replace with the following,

“To obtain experienced professional instructional design and development assistance from the contractor to aid in the learning transformation effort, developing blended learning materials for employee education and training, providing training to NRC instructional staff, and assisting in developing competency models for NRC mission critical/safety-related positions.”

d. 6 **Scope of Work**, delete in its entirety and replace with the following,

“The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall provide instructional designers of various levels of experience and expertise to work at on-site NRC facilities to complete the following items:

- Assist the learning transformation team in the design and development of processes and procedures to be used in designing learning interventions;
- Provide instructional design advice and experience to learning design teams;
- Work on various learning design teams with instructors and subject matter experts to design new or re-design existing learning intervention materials;
- Assist NRC staff in educating existing instructors and managers on adult learning theory and instructional design processes;
- Develop storyboards and instructions for learning intervention content development;
- Review learning content and design interactive learning interventions to be used in classroom, on-line, or blended instruction;
- The contractor shall provide project management and necessary oversight to subcontractors for developing competency models for four NRC mission critical positions. This activity will last only a short period (3-4 months) as a pilot activity, to assist NRC in developing a sustainable process for building competency models;
- The contractor shall provide program management and either instructor support or necessary oversight of subcontractors to provide NRC instructional staff training on a quarterly basis. Together

with the NRC project manager, assist in planning topics and developing learning content to aid in staff development of new skills needed as blended learning and distance learning replace much of the traditional classroom training currently provided by NRC instructors; and

◦ The contractor shall provide an experienced senior level consultant to assist in further developing the learning transformation vision and strategies to aid NRC in becoming more efficient and effective in the way training is delivered to the staff. In addition to initial brainstorming and planning sessions, the consultant should be available for routine consultation with NRC training managers and to perform periodic reviews of the progress on project achievements and prioritization of tasks.”

e. **7 List Services/Deliverables**, delete in its entirety and replace with the following:

“◦ Project management and support for delivery of competency models for five mission critical positions in the areas of Reliability and Risk Analyst, Health Physicist decommissioning inspector, cloud computing project manager, and cyber security information specialist;

◦ Quarterly training offering delivered to the NRC's Technical Training Center, either in-person or virtually based on the content to be delivered which will be determined based on overall project objectives; and

◦ Senior level consulting services to aid in project planning, execution, and prioritization.

In addition, professional instructional design services/deliverable will be determined on a project by project basis.

Training Development Instruments:

Training Development Instruments to be delivered and administered by the contractor shall include but not be limited to the following as determined by the COR: Information Systems Security Officer, Competency Model (IT System Administrator), Self-Directed Learning Engine, Reliability and Risk Analyst, Custom Model Health Physics Decommissioning Inspector, and Performance Consulting Training/Certification.”

f. **8 Labor Categories and Level-of-Effort (LOE)**, delete in its entirety and replace with the following,

“Instructional Designer

LOE – this is a full time position, estimated labor hours for the base year and each option year is 3760 hrs. The contractor is permitted full access to the Government's facilities, as specified below:

Senior Instructional Systems Designer

LOE - this is a full time position, estimated labor hours for the base year and each option year is 1880 hrs.

Program Manager

LOE – this is a part-time position, estimated labor hours for the base year and each option year is 480 hrs.

Senior Consultant

LOE – this is a part-time position, estimated labor hours for the base year and each option year is 990 hrs.”

All other terms and conditions remain the same.

**[END OF MODIFICATION, M0004]**