

2. AMENDMENT/MODIFICATION NO. M0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-OCHCO-17-0092	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VANTAGE HUMAN RESOURCE SERVICES INC ATTN BUTCH WARDLAW 1050 17TH ST NW STE 600 WASHINGTON DC 20036-4424	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0019J NRC-HQ-84-16-T-0001
CODE    072654999	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/01/2016

**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)  
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
	D. OTHER (Specify type of modification and authority)

**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 purposes of this modification are to (a) modify the Price/Cost Schedule to add CLINs 1015, 1016, 1017, 1018 and 5005 and (b) incorporate the GSA Federal Supply Schedule Contract Teaming Arrangement (CTA) for CLINs 1015, 1016, 1017, 1018 and 5005 as Attachment 1 to this modification. Please see continuation pages for details.

Total Obligated Amount: \$430,000.00 (unchanged)  
Total Contract Ceiling: \$1,250,000.00 (unchanged)  
Period of Performance: 09/01/2016 - 08/31/2018 (unchanged)

END OF TEXT  
Period of Performance: 09/01/2016 to 08/31/2018

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) JOSEPH L. WIDDUP
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 08/30/2017

**“PRICE/COST SCHEDULE**

**Base Year:** September 1, 2016 – August 31, 2017

<b>CLIN</b>	<b>NRC Internal Course</b>	<b>Fixed Unit Price</b>
0001	½ day class (4 hours)	\$ [REDACTED]
0002	1 day course (8 hours)	\$ [REDACTED]
0003	1.5 day course (12 hours)	\$ [REDACTED]
0004	2 day course (16 hours)	\$ [REDACTED]
0005	2 day course (16 hours) includes individual coaching for each participant	\$ [REDACTED]
<b>CLIN</b>	<b>COTS Courses</b>	<b>Fixed Unit Price</b>
0006	½ day class (4 hours)	\$ [REDACTED]
0007	1 day course (8 hours)	\$ [REDACTED]
0008	1.5 day course (12 hours)	\$ [REDACTED]
0009	2 day course (16 hours)	\$ [REDACTED]
<b>CLIN</b>	<b>Instruments Needed To Support Classroom Courses</b>	<b>Fixed Unit Price</b>
0010	MBTI	\$ [REDACTED]
0011	Strength Deployment Inventory (SDI)	\$ [REDACTED]
0012	Firo-B	\$ [REDACTED]
<b>CLIN</b>	<b>Personnel</b>	<b>Fixed Hourly Rate</b>
**0013	Offsite Project Manager	\$ [REDACTED]
**0014	Project Assistant	\$ [REDACTED]

**\*\* 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.**

**Option Year 1:** September 1, 2017 – August 31, 2018

<b>CLIN</b>	<b>NRC Internal Course</b>	<b>Fixed Unit Price</b>
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 (16 hours) includes individual coaching for each participant	\$ [REDACTED]
<b>CLIN</b>	<b>COTS Courses</b>	<b>Fixed Unit Price</b>
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	\$█
1011	Strength Deployment Inventory (SDI)	\$█
1012	Firo-B	\$█
CLIN	Personnel	Fixed Hourly Rate
**1013	Offsite Project Manager	\$█
**1014	Project Assistant	\$█
CLIN	Speed of Trust	Fixed Unit Price
1015	Leading at the Speed of Trust Workshops	\$█
1016	Leading at the Speed of Trust participant materials and tools	\$█
1017	Leading at the Speed of Trust facilitator certification	\$█
1018	Coordination and Administrative Support by Vantage (Monthly fee)	\$█

\*\* 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.

**Option Year 2: September 1, 2018 – August 31, 2019**

CLIN	NRC Internal Course	Fixed Unit Price
2001	½ day class (4 hours)	\$█
2002	1 day course (8 hours)	\$█
2003	1.5 day course (12 hours)	\$█
2004	2 day course (16 hours)	\$█
2005	2 day course (16 hours) includes individual coaching for each participant	\$█
CLIN	COTS Courses	Fixed Unit Price
2006	½ day class (4 hours)	\$█
2007	1 day course (8 hours)	\$█
2008	1.5 day course (12 hours)	\$█
2009	2 day course (16 hours)	\$█
CLIN	Instruments Needed To Support Classroom Courses	Fixed Unit Price
2010	MBTI	\$█
2011	Strength Deployment Inventory (SDI)	\$█
2012	Firo-B	\$█
CLIN	Personnel	Fixed Hourly Rate
**2013	Offsite Project Manager	\$█
**2014	Project Assistant	\$█

\*\* 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.

**Option Year 3: September 1, 2019 – August 31, 2020**

CLIN	NRC Internal Course	Fixed Unit Price
3001	½ day class (4 hours)	\$█
3002	1 day course (8 hours)	\$█

3003	1.5 day course (12 hours)	\$ [REDACTED]
3004	2 day course (16 hours)	\$ [REDACTED]
3005	2 day course (16 hours) includes individual coaching for each participant	\$ [REDACTED]
<b>CLIN</b>	<b>COTS Courses</b>	<b>Fixed Unit Price</b>
3006	½ day class (4 hours)	\$ [REDACTED]
3007	1 day course (8 hours)	\$ [REDACTED]
3008	1.5 day course (12 hours)	\$ [REDACTED]
3009	2 day course (16 hours)	\$ [REDACTED]
<b>CLIN</b>	<b>Instruments Needed To Support Classroom Courses</b>	<b>Fixed Unit Price</b>
3010	MBTI	\$ [REDACTED]
3011	Strength Deployment Inventory (SDI)	\$ [REDACTED]
3012	Firo-B	\$ [REDACTED]
<b>CLIN</b>	<b>Personnel</b>	<b>Fixed Hourly Rate</b>
**3013	Offsite Project Manager	\$ [REDACTED]
**3014	Project Assistant	\$ [REDACTED]

\*\* 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.

**Option Year 4: September 1, 2020 – August 31, 2021**

<b>CLIN</b>	<b>NRC Internal Course</b>	<b>Fixed Unit Price</b>
4001	½ day class (4 hours)	\$ [REDACTED]
4002	1 day course (8 hours)	\$ [REDACTED]
4003	1.5 day course (12 hours)	\$ [REDACTED]
4004	2 day course (16 hours)	\$ [REDACTED]
4005	2 day course (16 hours) includes individual coaching for each participant	\$ [REDACTED]
<b>CLIN</b>	<b>COTS Courses</b>	<b>Fixed Unit Price</b>
4006	½ day class (4 hours)	\$ [REDACTED]
4007	1 day course (8 hours)	\$ [REDACTED]
4008	1.5 day course (12 hours)	\$ [REDACTED]
4009	2 day course (16 hours)	\$ [REDACTED]
<b>CLIN</b>	<b>Instruments Needed To Support Classroom Courses</b>	<b>Fixed Unit Price</b>
4010	MBTI	\$ [REDACTED]
4011	Strength Deployment Inventory (SDI)	\$ [REDACTED]
4012	Firo-B	\$ [REDACTED]
<b>CLIN</b>	<b>Personnel</b>	<b>Fixed Hourly Rate</b>
**4013	Offsite Project Manager	\$ [REDACTED]
**4014	Project Assistant	\$ [REDACTED]

<b>CLIN</b>	<b>Other Direct Costs (ODC)</b>	<b>Not to Exceed Amounts</b>
5001	Alternate Training Venue	NTE \$ [REDACTED]

5002	Guest Speaker Fees	NTE \$ [REDACTED]
5003	Executive Leadership Seminar Coordination Fee	NTE \$ [REDACTED]
5004	Travel	NTE \$ [REDACTED]
5005	Travel Costs for SOT Facilitators	NTE \$ [REDACTED]

*\*\* 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.*

**GRAND TOTAL --- NOT TO EXCEED (NTE) \$1,250,000.00**

- See Attachment 1 to this modification for the GSA Federal Supply Schedule Contractor Team Arrangement (CTA) for CLINs 1015, 1016, 1017, 1018 and 5005.



## **Contractor Teaming Arrangement**

### **Identification of Parties**

This Contractor Teaming Arrangement (CTA), made and entered into this 25<sup>th</sup> day of August 2017, is between Vantage Human Resource Services, Inc. (Vantage) a corporation with offices at 2111 Wilson Blvd, Suite 700, Arlington, Virginia 22201 and Franklin Covey Client Sales, Inc. a corporation with offices at 2200 W. Parkway Blvd, Salt Lake City, Utah 84119. These parties are collectively referred to as the “Team Members.”

WHEREAS, Vantage is currently providing enterprise-wide Leadership Development Delivery Training for the U.S. Nuclear Regulatory Commission (NRC), a Federal Government agency with headquarters at One White Flint North, 11555 Rockville Pike, Rockville, MD 20852-2738, under General Services Administration (GSA) Multiple Award Schedule Number GS-10F-0019J, NRC Order Number: NRC-HQ-84-16-T-0001.

WHEREAS, NRC senior leadership has expressed specific interest in having FranklinCovey provide Speed of Trust (SOT) workshops, printed materials, and access to online tools for agency supervisors and managers as well as certification training for selected agency facilitators (under GSA Multiple Award Schedule Number GS-02F-0095T).

WHEREAS, Vantage and FranklinCovey desire to combine their respective capabilities and team their GSA Schedule Contracts pursuant to the provisions of the Federal Acquisition Regulations (FAR) subpart 9.6 to prepare and submit a proposal to NRC to provide SOT workshops, materials, access to online tools, and certification sessions under Vantage’s current award.

WHEREAS, this arrangement between Vantage and FranklinCovey is solely between the team members and does not conflict with the terms of conditions of each team member’s respective GSA schedule contracts.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

### **Specific Team Activities and Delivery Responsibilities**

#### **Vantage Responsibilities:**

[REDACTED]

[REDACTED]

**FranklinCovey Responsibilities:**

1. [REDACTED]
- b. [REDACTED]

## Duration of Arrangement

This CTA is effective for Option Year 1 of Vantage’s current order with NRC, August 25, 2017 through August 24, 2018. Both parties agree to retain the option to extend the CTA if NRC desires additional support from FranklinCovey beyond Option Year 1 and if it is mutually beneficial to Team Members.

## Team Ordering Procedures

After execution of the NRC modification, FranklinCovey will accept orders directly from the NRC Contracting Officer (CO) or the Contracting Officer’s Representative (COR). The team members request that the CO and/or COR copy the Vantage Project Manager and Project Assistant on all orders and correspondence related to SOT sessions.

## Pricing and Costs

Team Member	Products or Services Provided	Units	Price per Unit	Extended Price
FranklinCovey	SOT Workshops *	17	\$ [REDACTED]	\$ [REDACTED]
FranklinCovey	Participant Materials & Tools *	430	\$ [REDACTED]	\$ [REDACTED]
FranklinCovey	Live Certification *	3	\$ [REDACTED]	\$ [REDACTED]
Vantage	Fixed fee for monthly coordination and administration by the PM (6 hours) and Project Asst.(10 hours) **	12	\$ [REDACTED]	\$ [REDACTED]
FranklinCovey	Travel SOT Facilitators		Not To Exceed	\$10,000.00

\*FranklinCovey’s pricing is based on the GSA schedule number GS-02F-0095T

\*\*Vantage’s labor rates for monthly coordination and administration by the Project Manager (PM) and Project Assistant (PA) are based on labor rates in GSA schedule



number GS-10F-0019J, which is also reflected in the rates for Option Year 1 of the current NRC order (PM = \$ [REDACTED] and PA = \$ [REDACTED] per hour)

## List of Open Market Items

There are no open market items covered by this CTA.

## Responsibilities of Team Members

### Vantage Team Members and Responsibilities

- [REDACTED]
- [REDACTED]

### Franklin Covey Team Members and Responsibilities

- [REDACTED]
- [REDACTED]

## Reporting of Sales and Industrial Funding Fee (IFF) Payment Responsibility

Both team members are responsible for reporting its own sales under the respective GSA Schedule contracts and for paying the related IFF to GSA. Each team member is also responsible for tracking and reporting its own sales all the way through the system and responding to IFF reporting requirements.

## Confidential Information

This Agreement allows certain Client employees at NRC (“Participants”) access to the FranklinCovey materials (described above under FranklinCovey responsibilities) maintained on FranklinCovey’s All

Access Pass™ platform located in the United States. Participants will be asked to agree to the terms and conditions of the Portal before given access.

Copyright. FranklinCovey or its licensors exclusively own all proprietary rights and copyrights to the FranklinCovey Solutions including, but not limited to, the Materials and any documentation, images, animation, sound, music, and text to the FranklinCovey Solutions. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the FranklinCovey Solutions, is expressly prohibited and will constitute a breach of this Agreement and/or federal copyright law.

## **Warranties**

[REDACTED]

[REDACTED]

## **Dispute Resolution**

Team members shall make a good-faith effort to amicably settle by mutual agreement any dispute which may arise between them under this Agreement. Any controversy or claim related to or arising out of this Agreement shall be heard first by the senior management of each team member and if no resolution then by the federal courts in New York. This Agreement shall be governed by the laws of New York (excluding its conflict of laws statute), except for those portions of the federal acquisition regulations (FAR) or other procurement regulations that are incorporated by reference herein. In such latter event, such provisions shall be interpreted in accordance with federal procurement law as enunciated by the General Accounting Office, the federal courts and the Boards of Contract Appeals.

## **Severability**

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of any federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

## **Force Majeure**

Neither team member shall be deemed in default of the terms hereof for any failure or delay in performance of any of its obligations under this Agreement due to circumstances beyond its control and without fault or negligence.

## **Entire Agreement**

This Agreement contains all of the agreements, representations, and understandings of the team members hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the issuance of a modification to Vantage's order by NRC to perform SOT workshops, provide materials and access to online tools, and perform certification sessions.

**IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first above written.**

**Vantage Human Resource Services, Inc.  
Inc.**

**Franklin Covey Client Sales,**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Au

Vincent Butch Wardlaw, President

Michael Bettin, Director, Legal