

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

2. CONTRACT (Proc. Inst. Ident.) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

U.S. Small Business Administration
Washington District Office
1111 18th Street, N.W., 6th Floor
Washington, DC 20417

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

See Prime Contract

See Prime Contract

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

14. ACCOUNTING AND APPROPRIATION DATA

☐ 10 U.S.C. 2304(c)

)

☐ 41 U.S.C. 253(c)

)

See Prime Contract

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

See prime contract and Page 2 for Special 8(a) Subcontract Clause

8612300076 861216
PDR CONTR
NRC-10-87-208 PDR

15G. TOTAL AMOUNT OF CONTRACT \$

16. TABLE OF CONTENTS

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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

MARY E. THOMAS
CONTRACTING OFFICER

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY _____
(Signature of person authorized to sign)

BY Mary E. Thomas
(Signature of Contracting Officer)

12/16/82

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS. (APR 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-10-87-208 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Space Qualified Systems Corporation hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-10-87-208 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(End of clause)

(AV 1-1.713-3(e)(1))

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 27
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-87-208		3. EFFECTIVE DATE 12/10/86	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-87-208 (Formerly ADM-86-379)	

5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PRIME: U. S. Small Business Administration Washington District Office 1111 18th Street, N.W., 6th Floor Washington, DC 20417 SUB: Space Qualified Systems Corporation 525 School Street, S.W., Suite 300 Washington, DC 20024	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM See Block 12
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CODE	FACILITY CODE	11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Dr. A. Spector, MNBB 4100 Washington, Dc 20555	12. PAYMENT WILL BE MADE BY U.S. NRC, ORM/Division of Accounting & Finance Attn: GOV/COM Accounts Washington, DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)	14. ACCOUNTING AND APPROPRIATION DATA B&R NO. 41-202-7-202 APPN NO. 31X0200.407 OBLIGATION: \$77,182.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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The Contractor shall design and develop two courses entitled, "Interviewing Techniques" and "Conducting and Participating in Meetings," and shall present four courses entitled, "Conflict Resolution," "Small Group Dynamics," "Interviewing Techniques," and "Conducting and Participating in Meetings," in accordance with the Schedule and the Contractor's proposal dated September 26, 1986, as amended on November 6, 1986 and November 13, 1986.

See Clause 52.219-11, Section I, for Special 8(a) Contract Conditions.

FIXED PRICE INDEFINITE QUANTITY CONTRACT

ESTIMATED
15G. TOTAL AMOUNT OF CONTRACT \$208,294.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as in the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) MARY E. THOMAS CONTRACTING OFFICER	20A. NAME OF CONTRACTING OFFICER Timothy F. Hagan
19B. NAME OF CONTRACTOR BY <i>Mary E. Thomas</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <i>Timothy F. Hagan</i> (Signature of Contracting Officer)
19C. DATE SIGNED 12/16/86	20C. DATE SIGNED 11/20/86

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

NRC-10-87-208

PAGE

2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>B.1 Brief Description of Work</u></p> <p>The Contractor shall present four (4) courses entitled "Conflict Resolution," "Small Group Dynamics," "Interviewing Techniques," and "Conducting and Participating in Meetings" to meet the developmental needs of the U.S. Nuclear Regulatory Commission's supervisors and managers. Additionally, the Contractor shall design and develop instructors guide-books, instructor materials, and student notebooks and materials for the courses entitled "Interviewing Techniques" and "Conducting and Participating in Meetings" as further described herein. Each of the four (4) courses shall be presented a minimum of two (2) times each year and a maximum of eight (8) times each year during the term of the contract.</p> <p><u>Fixed Price Per Course Session and Development of Two Courses:</u></p>				
1	Development of course entitled "Interviewing Techniques" (See Section G.2 for payment schedule).....	1	LOT		\$ 9,929.00
2	Development of course entitled "Conducting and Participating in Meetings" (See Section G.2 for payment schedule).....	1	LOT		\$ 9,661.00
3	"Conflict Resolution".....	1-4	EA	\$ 3,815.00	\$ 15,260.00
4	"Conflict Resolution".....	5-16	EA	\$ 2,895.00	\$ 34,740.00
5	"Small Group Dynamics".....	1-4	EA	\$ 3,815.00	\$ 15,260.00
6	"Small Group Dynamics".....	5-16	EA	\$ 2,895.00	\$ 34,740.00
7	"Interviewing Techniques".....	1-4	EA	\$ 2,953.00	\$ 11,812.00
8	"Interviewing Techniques".....	5-16	EA	\$ 2,241.00	\$ 26,892.00
9	"Conducting and Participating in Meetings"	1-4	EA	\$ 3,815.00	\$ 15,260.00
10	"Conducting and Participating in Meetings"	5-16	EA	\$ 2,895.00	\$ 34,740.00
TOTAL ESTIMATED AMOUNT OF CONTRACT:					\$208,294.00

Section B - Supplies or Services and Prices/Costs (Continued)

B.2 Consideration and Obligation

- a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$208,294.00. The Contracting Officer may unilaterally increase this amount as necessary for completion of orders placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- b. The amount presently obligated with respect to this contract is \$77,182.00. The Contracting Officer or other individual specifically authorized under this contract may issue orders for work up to amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligation amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligation amount specified above is done so at the Contractor's sole risk.

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Background

NRC's Employee Development and Training Staff (EDTS) provides a number of NRC-developed in-house courses to meet the developmental needs of NRC's supervisors and managers. For the past four years the NRC has conducted a variety of courses and workshops designed to teach both basic and advanced supervisory and management skills, knowledges and

attitudes. The NRC feels that supervisors are an especially integral part of the management team. They are required to be responsive to the expectations of higher level management, the employees they manage, their fellow supervisors and the public. Emphasis on the training of supervisors is important since they are the ones who implement policies at the working level and have the most immediate contact with the employees who produce the organizations output. Thus, management effectiveness and efficiency are in large part dependent upon the quality of supervision. Recognizing these needs, the NRC has made supervisory training mandatory for employees to be appointed new supervisors and for newly appointed supervisors; and will maintain a continuing program of training and development for all supervisors.

A description of the NRC Mandatory Supervisory Program will be found in Attachment 3. The four courses listed in this Statement of Work are "Conflict Resolution," "Small Group Dynamics," "Interviewing Techniques," and "Conducting and Participating in Meetings."

The NRC will offer these courses several times a year in NRC's Bethesda, Maryland training rooms. The NRC schedules courses approximately every six weeks based on a projected estimate of the number of sessions needed. Therefore, as the precise number of sessions required during the term of the contract is unknown, a fixed price indefinite quantity type contract will be utilized in which the per-session price is fixed, as are costs for course redesign and development (C.1.4.b).

C.1.2 Course Materials Description

a. The course materials consist of the following:

- (1) An Instructor's Guide for each of the four courses which outlines the specific course objectives and contains the instructor's notes. Each guide is copied on one side and bound in a three-ring binder.
- (2) Instructor's Visual Aids which include films, tapes and transparencies.
- (3) Course Syllabuses for each participant for each of the four courses, which are copied on one side with tabs for each day's activities, and include an outline of the course schedule and the major points of content. Each syllabus is designed to provide a guide and a medium for notetaking.

b. Camera-ready masters of each of the Instructor's Guides and Course Syllabuses will be provided to the contractor by the NRC Project Officer (PO).

c. The films, tapes and transparencies which comprise the Instructor's Visual Aids and which have been presented during previous course sessions are as follows:

Films Owned by NRC (All U-Matic Video)

Delegating
Verbal Communication: The Power of Words
A New Look at Motivation
Abilene Paradox
Learning to Think Like a Manager
Productivity: The Self-Fulfilling Prophecy

- d. Films which are not currently owned by NRC or other comparable films used in these courses are subject to the approval of the NRC Project Officer.

C.1.3 Objective

Through the offering of these four courses to NRC employees, the NRC seeks to enhance the skills and knowledge of its employees in grade levels GG-9 through GG-15.

- a. Conflict Resolution. Dealing with conflict is a task that few employees or managers enjoy. Whether the conflict is openly hostile or subtly covert, strong personal feelings may be involved. Furthermore, there are often valid points on "both" sides and the process of finding an acceptable solution can be mentally exhausting and emotionally draining. Yet the ability to productively manager conflict is clearly critical to organizational effectiveness.

This workshop is designed to assist employees and managers to sharpen their skills in analyzing the causes of conflict and taking the steps to resolve conflict productively.

After participating in this three-day workshop, managers will be able to:

- ° Define the "winning" and "losing" characteristics of conflict situations and understand how to arrive at a win-win/problem solving approach;
- ° Identify both the positive and negative uses of conflict and understand that conflict is a natural, potentially creative factor within organizations;
- ° Analyze the differences in organizationally-focused conflict situations and interpersonal conflict situations;
- ° Evaluate four styles of conflict management, determine their primary style, and describe the pros and cons of each style;
- ° Practice using the skills and techniques associated with each of the four styles effectively to resolve conflict situations;
- ° Prepare an action plan based on their insights during the program that they will implement back on the job.

- b. Small Group Dynamics. At the conclusion of the training, a participant will understand the rationale for, and be able to apply the techniques for improving his/her own performance as a small group leader. When not in a leadership position, the participant will know how to be an effective small group member in the NRC.

Contributing Objectives. At the conclusion of the training, a participant will be able to:

- ° Outline the difference between the polarities on each of four scales found on the Myers-Briggs Type Indicator, identify one's own personality type, and outline how different types either make it easier or more difficult to work in a small group.
- ° Describe the strengths and potential weaknesses of each of the eight MBTI letters and how each can contribute to small group effectiveness.
- ° Explain the concept of social norms and what effect they have on individual behavior. Describe the behavior of a social isolate and how such an individual will be treated in a social setting.
- ° List six barriers to communications and how each can be overcome or minimized.
- ° Interpret at least ten common non-verbal communications and the effect that these have on a small group.
- ° Describe four non-verbal behaviors that the leader can use to influence members of a small group, that is, signs and signals that the leader sends to the group other than verbal messages.
- ° Draw the situational leadership grid, explain how it functions, and predict how certain leader behaviors will be more or less effective. Explain how this applies to behavior in small groups.
- ° State which blocks in the situational grid most government employees are most likely to be found.
- ° List his/her three most important personal values and how these match with NRC values.
- ° List three advantages and three disadvantages of both homogeneity and heterogeneity in small groups.
- ° Explain the concept of "idiosyncratic credits" and how a group leader can use this concept for improving his/her chances of success in introducing change in a group.
- ° Explain the concept of the Pygmalion effect and what the small group leader should do specifically to maximize group output.

- ° Explain the difference between work and basic assumption states in a group. Describe the characteristics of the three Bion basic assumption states.
 - ° Outline the contributions that the strong "J" and the strong "P" will make to small group meetings. Demonstrate the specific behaviors that will make for effective small group meetings.
 - ° Explain the Abilene Paradox concept and what the small group leader should do to guard against this from occurring.
 - ° Explain three factors that lead to trust in a small group and two that will destroy trust.
 - ° Develop at least three individual change goals derived from this seminar.
- c. Interviewing Techniques. Participants will learn generic interviewing techniques which can be utilized in a variety of interview situations, e.g., selection, performance appraisal, information gathering, etc. Participants will be given job performance aids which provide for a systematic approach to interviewing. Participants will practice techniques learned and will be provided expert feedback on ways to improve their behavior. Participants will be given an opportunity to choose the type of interview practiced.
- d. Conducting and Participating in Meetings. Participants will be presented with knowledge of the responsibilities of all members of groups engaged in meetings. The emphasis will be on fulfilling the variety of responsibilities required to have successful tasks group interaction at meetings. Procedural elements of meetings will be discussed as well as techniques and strategies of involvement and personal characteristics that aid in achieving maximum productivity in a small task group meeting. Participants will practice techniques learned and will be provided expert feedback on ways to improve their behavior. Topics include such areas as the role and effect of climate on meeting behaviors, communications, role elements and behaviors, risk taking, group think concepts, consensus building, and agenda setting.

C.1.4 Tasks to be Accomplished

a. Course Instruction

- (1) The contractor shall provide qualified instructor(s) to teach the following four courses at the NRC's Bethesda, Maryland training facility:
 - (a) Conflict Resolution: A 3-day course;
 - (b) Small Group Dynamics: A 3-day course;
 - (c) Interviewing Techniques: A 2-day course; and
 - (d) Conducting and Participating in Meetings: A 3-day course.

All course sessions shall commence at 8:30 a.m. and conclude at 4:00 p.m. but no later than 4:30 p.m.

Participants will include a heterogeneous group of NRC supervisors and managers, ranging from grade levels GG-9 through GG-15. The participants attending the courses will be scheduled by the NRC Project Officer. The contractor's instructors shall be responsible for reading and understanding the course materials, be knowledgeable about the subject matter, and be qualified to conduct classes of up to 20 adult participants, for each of the four courses, and maintain their knowledge of current supervisory management and instructional practices, theories, and techniques. Instructors shall be responsible for maintaining their currency in the subject matter of this training.

- (2) Course material for each of the four courses shall be taught in accordance with the NRC-provided and contractor-provided materials described in Section C.1.2 (Course Materials Description) of this Statement of Work.
- (3) The instructor for each course shall enhance learning through impromptu examples and group dynamic techniques within the schedule and objectives of the course.

b. Course Redesign

- (1) Two courses, Interviewing Techniques and Conducting and Participating in Meetings, require extensive redesign. It is presumed that the Interviewing Techniques course will be a 2-day course, and that the Conducting and Participating in Meetings course will be a 3-day course. However, in the event that the Contractor and the NRC PO agree that the coverage of the redesigned course materials requires more or less time to complete, any such increase or decrease in the length of the course(s), as it affects development and presentation of the course(s), shall be handled pursuant to the Changes Clause.

NRC will provide current course materials for each of these courses but does require a new instructional design and new student and instructor materials. The newly designed course shall conform to the instructional objectives in Section C.1.3 of the Statement of Work. The contractor shall provide for each course a preliminary design and methodology outline for PO approval, a first and second draft instructor and student materials for PO approval, a pilot session which will be considered one of the minimum sessions stated under Section B.1, prepare a draft revision to the course materials as a result of the pilot session for approval by the PO, prepare final materials for, and present, a second pilot session which will be considered one of the minimum sessions stated under Section B.1, revise course materials as necessary for approval by the PO, and prepare final camera-ready course materials for approval by the PO. Further revisions shall be in accordance with Section C.1.4.f of the Statement of Work.

(2) Course Redesign Milestones:

Task No.	Contractor Task	Delivery Schedule	
		<u>"Interviewing" course</u>	<u>"Meetings" course</u>
1	Prepare instructional design/ methodology course outline		
2	Prepare first draft of instructor and student materials	30 days after contract award	45 days after contract award
3	Revise first draft of materials		
4	Prepare second draft of instructor and student materials	30 days after Task 2	45 days after Task 2
5*	Development of audio-visuals	30 days after Task 4	N/A
6	Conduct first pilot session	As scheduled by NRC	As scheduled by NRC
7	Revise materials		
8	Conduct second pilot session	As scheduled by NRC	As scheduled by NRC
9	Revise materials		
10	Prepare final instructor and student materials (camera-ready copy)	30 days after Task 8	30 days after Task 8

* Task 5 applies to the Interviewing Techniques course only.

c. Course Materials

The contractor shall reproduce and furnish bound copies of the Course Syllabus for each of the four courses in appropriate sized three-ring binders identified with the NRC logo, title cover art, and course titles on the spine of the binders. These bound copies are to be provided to participants for each of the four courses, not to exceed 20 participants per individual course session for each course.

d. Course Session Administration

(1) The contractor shall deliver all course materials for a specific course to the designated NRC training site in Bethesda, Maryland two business days prior to the start of each training session. The contractor shall arrive in sufficient time prior to the beginning of the first day's session to set up the training room, arrange the furniture, as necessary, lay out student materials and prepare equipment and instructor aids without delaying the course commencement time of 8:30 a.m. During the training session, the contractor shall account for participant's

attendance by assuring the completion of NRC Registration Form 121, and shall be responsible for preparing (typing the participant's name and completion date) and distributing Course Completion Certificates to all participants completing two-thirds or more of the course. The NRC will make available to the contractor an adequate supply of the Registration Forms and printed Course Completion Certificates for each of the four courses named in this Statement of Work. Immediately following each session of each course, the contractor shall leave the training room neat with trash stowed in trash cans and left outside the training room for pickup. Any extra participant materials shall be boxed, titled, and set in the back of the training room or delivered to a nearby NRC storage room. Location for storage or delivery of excess participant materials will be determined by the NRC PO prior to completion of each course.

- (2) As directed by the NRC PO, from time to time the contractor shall be required to prepare one- to three-page course announcements or similar material for program promotion for submission to the NRC PO. The contractor shall prepare the announcements at no additional cost to the NRC in accordance with Section C.1.4.f.(1) of the Statement of Work entitled "Minor Revisions."

e. Evaluation Questionnaire

- (1) The contractor shall develop a course evaluation questionnaire for each of the four courses listed in the Statement of Work, to be completed by all participants at the end of each course. The questionnaire shall be directed toward eliciting participant comments as to the value of the material taught, changes and additions recommended, and the quality of the instructor personnel. The proposed questionnaire shall be furnished to the NRC PO for approval within 30 business days after award of the contract, and any changes or revisions directed by the NRC PO shall be incorporated by the contractor at no additional cost to the NRC. In addition, any changes or revisions to the Evaluation Questionnaire directed by the NRC PO from time to time shall be incorporated by the contractor for use in subsequent course sessions, at no additional cost to the NRC, in accordance with Section C.1.4.f.(1) of the Statement of Work entitled "Minor Revisions."
- (2) The original copy of all completed participant questionnaires for each course shall be submitted to the NRC PO within 10 business days after completion of each course session together with the contractor's assessment of participant's comments and the recommendations for possible changes and revisions to the course, if any.

f. Revision to Course Material

The contractor may be required, from time to time, to modify all or any part of the training materials for any or all of these four courses at the direction of the NRC PO. The contractor shall be responsible for ensuring that any such modifications are reflected in the course materials provided to the students. Within 10 business days of receiving an order to develop technical changes to the training materials, the contractor shall submit a draft version of modified materials to the NRC PO for comments. The contractor shall provide a final copy of the revised course materials (bound when revisions involved Instructor's Guides or Course Syllabuses) incorporating comments received, to the NRC PO within 5 business days of receipt of those comments.

Course material revisions are quantified as follows:

(1) Minor Revisions

The contractor may be required from time to time to provide minor revisions to the training materials upon the request of the NRC PO. During the contract period, it is anticipated that approximately 120 man-hours per year will be required for these revisions. Each revision would affect up to 20 percent of the total course materials and there would be approximately ten minor revisions per year. The cost for the minor revisions is included in the fixed price per course. There shall be no adjustment in the fixed price per course as a result of minor revisions.

(2) Major Revisions

The contractor may be requested to make major modifications to the course material.

No changes involving additional cost to the Government shall be made without prior consent of the Contracting Officer through modification to the contract. Any major revision affecting more than 20 percent of the course material will be handled pursuant to the Changes Clause.

g. Course Material Masters

At the conclusion of this contract, the contractor shall return all government furnished property provided under Section H.5, Government Furnished Property/Materials, of this Statement of Work to the NRC PO in a camera-ready, reproducible form for each of the four courses. If changes to the course materials are made during the

course of this contract, a complete master set of revised course materials for each of the four courses shall be provided to the NRC PO in a camera-ready, reproducible form.

h. Related Work

In addition to the work required in Paragraph a through g above, the NRC may require a specialized course on the same subject matter. In this event, the NRC may request the contractor to modify the course material accordingly and to provide instructors to teach the modified course. The contractor shall not perform any work under this provision unless the Contracting Officer so directs pursuant to the Changes Clause of this contract and the contract is modified to incorporate any such changes.

C.1.5 Quality of Performance

During this contract, the contractor shall assure that the quality of instruction and materials employed are adequate. The instructor shall, as a minimum:

- Maintain control of the learning time so that the presentation of information and exercises remain organized and timely; key points and course objectives are met; breaks are provided within the overall course schedule; and distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually are consistently controlled.
- Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples or in some other way help correct problems and improve the students' opportunity to learn.
- Involve the students in sufficient exercise and practice with the subject matter to reinforce the understanding and recall of information.
- Act to improve or later correct errors or other problems that may occur during the training session.

C.1.6 Course Times and Places

- a. It is anticipated that not less than 2 nor more than 8 sessions of each course will be conducted each year under the contract. It is anticipated that all of these courses will be held in Bethesda, Maryland, in NRC-provided facilities between the hours of 8:30 a.m. and 4:00 p.m. but not later than 4:30 p.m.
- b. The contractor shall conduct the four courses specified in this Statement of Work at the times and places designated by the NRC PO. NRC will give such notice at the earliest possible time but not later than 30 business days prior to the time each course is to begin. The NRC will consider the contractor's other commitments at the time of scheduling the courses, whenever possible.

- c. The NRC will make every effort to schedule dates only for the number of courses it needs during any period of time within the life of this contract. However, should the NRC determine no later than 20 business days prior to the time each course session is to begin that the need is insufficient to conduct the training, the NRC will cancel the session without obligation to the Government.
- d. The NRC may have a requirement to have the contractor conduct the course at NRC's Regional Offices located as follows:

Region I	-	631 Park Avenue King of Prussia, Pennsylvania 19406
Region II	-	101 Marietta Street, Suite 3100 Atlanta, Georgia 30303
Region III	-	799 Roosevelt Road Glen Ellyn, Illinois 60137
Region IV	-	611 Ryan Plaza Drive, Suite 1000 Arlington, Texas 76011
Region V	-	1450 Maria Lane, Suite 210 Walnut Creek, California 94596

In the event NRC requires Regional course, the cost for each course will be in addition to the Bethesda, Maryland courses.

C.1.7 Contractor Furnished Materials

The NRC PO will review the contractor furnished materials for each course per course session for quality and accuracy. The contractor shall deliver one copy of the above materials to the NRC PO for review five business days prior to the first day of each course session. If there are any errors or omissions in the materials, such as problems of collation, legibility, and packaging, that the contractor has caused, the NRC PO will reject the material. The contractor shall correct all errors prior to the beginning of each course session for each course at no additional cost to the Government.

The contractor shall also provide the films described in Section C.1.2.d, or comparable films acceptable to the NRC PO, for each course session.

The contractor shall deliver these materials to:

U.S. Nuclear Regulatory Commission
Employee Development and Training Staff
Room 4100
7735 Old Georgetown Road
Bethesda, Maryland 20814

The NRC PO will correct the quality and accuracy of the materials no later than three business days before the course session is scheduled to start.

C.2 Meetings

The contractor shall meet with the NRC Project Officer a minimum of 10 times and a maximum of 40 times during the period of the contract regarding updating, changes, or modifications of instructional materials presented. (Refer to Subsection C.1.4.f entitled "Revision to Course Materials" of this Statement of Work for additional information pertinent to this requirement.)

Section D - Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

Place of Inspection and Acceptance

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

All documentation and other deliverable end items shall be provided as described under Section C.1.4 entitled "Task to be Accomplished" of this Statement of Work.

Required Products

- A. One original camera-ready copy of the final materials, original master audio and video tapes, original master copy of 35mm slides, master of all art work.
- B. All materials used for project, such as draft copies, reproducible, mechanicals for graphics, photolithographic negatives and/or plates and any other reproducible masters, negatives, all original art work, printed text, audio tapes, video tapes, and other reproducible materials.

- C. Certification by the contractor that all course materials are the property of the Federal Government. The copyright is held by the Federal Government and may not be copyrighted by the contractor.

F.2 Place of Delivery

The items to be furnished hereunder shall be delivered, with all transportation charges paid by the contractor to:

U.S. Nuclear Regulatory Commission
Attention: Dr. August K. Spector
Employee Development and Training Staff
Office of Administration
Mail Stop MNBB 4100
Washington, D.C. 20555

Project Officer (1 copy)
Contracting Officer (1 copy)

F.3 Duration of Contract Period

The ordering period for this contract is twenty-four (24) months and shall commence on the effective date of this contract and end on December 9, 1988. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering (APR 1984).)

Section G - Contract Administration Data

G.1 Project Officer Authority

- a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Dr. August K. Spector, Mail Stop MNBB 4100
Address: Employee Development and Training Staff
Office of Administration
Washington, DC 20555

Telephone No.: 492-7822

- b. The Project Officer is responsible for:

- (1) Placing Delivery Orders for items required under this contract.
- (2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.
- (3) Inspecting and accepting products/services provided under the contract.

- (4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.
- c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

G.2 Submittal of Invoices for Course Redesign and Development
(Items B1, B2)

The contractor may submit invoices based on the following delivery/payment schedule for tasks associated with the development of design and methodology outlines for courses entitled "Interviewing Techniques" and "Conducting and Participating in Meetings" (see Section C.1.4.b(2), page 9):

a. Interviewing Techniques Course:

Completion through Task 2	\$2,482.25
Completion through Task 4	\$2,482.25
Completion through Task 5	\$2,482.25
Completion through Task 10	\$2,482.25

b. Meetings Course:

Completion through Task 2	\$3,381.35
Completion through Task 4	\$3,381.35
Completion through Task 10	\$2,898.30

G.3 Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:
- (1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

- (2) The date the supplies are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies in accordance with the terms of the contract.
- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.4

Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

Section H - Special Contract Requirements

H.1 Key Personnel

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

Nicholas Mann
Robert Maddox
Donald Spears

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(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 or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof 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, or, at the discretion of the Contracting Officer if he 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.

H.2 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H.3 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.4 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement

with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

(2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

(1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

- (i) Use such information for any private purpose until the information has been released to the public;
- (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or
- (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

(2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

H.5 Method of Payment

(a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

(b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
2. Contact person and telephone number
3. Name and address of financial institution
4. Contractor's Financial institution's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of Contractor's financial institution

6. Account number at Contractor's financial institution if it receives electronic funds transfer messages through the Federal Reserve Communications System
 7. Name and address of the correspondent financial institution if the Contractor's financial institution does not receive electronic funds transfer messages through the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

H.6 Government Furnished Property/Materials

Upon contract execution, the NRC Project Officer will make available to the contractor the camera-ready masters of all course materials described under Section C.1.2 of the Statement of Work and a supply of the Registration Forms and Course Completion Certifications described under Section C.1.4.d(1) of the Statement of Work. The NRC will also provide its training room and equipment located at 8120 Woodmont Avenue, Bethesda, Maryland, for the contractor's use in conducting the courses of this contract.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.216-18 ORDERING. (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 12/10/86 through 12/09/88

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of clause)

(R 7-1101 1968 JUN)

52.216-19 DELIVERY-ORDER LIMITATIONS. (APR 1984)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A ;

(2) Any order for a combination of items in excess of N/A

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(R 7-1102.1(a) 1965 AUG)

(R 7-1102.2(a))

(R 7-1102.3(a))

52.216-22 INDEFINITE QUANTITY. (APR 1984)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 9, 1988.

(End of clause)

(R 7-1102.3(b) 1965 AUG)

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS. (APR 1984)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U. S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(End of clause)

(AV FPR 1-1.713-3(d)(1))

52.233-3 PROTEST AFTER AWARD (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Section E

- 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

Section F

- 52.212-13 STOP-WORK ORDER. (APR 1984)
52.247-34 F.O.B. DESTINATION. (APR 1984)

Section I

- 52.202-1 DEFINITIONS. (APR 1984)
52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
52.215-33 ORDER OF PRECEDENCE. (JAN 1986)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)
52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
52.222-3 CONVICT LABOR. (APR 1984)
52.222-26 EQUAL OPPORTUNITY. (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.223-2 CLEAN AIR AND WATER. (APR 1984)
52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
52.224-2 PRIVACY ACT. (APR 1984)
52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT).
(APR 1984)
52.232-1 PAYMENTS. (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (JUL 1985)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
52.233-1 DISPUTES. (APR 1984)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION. (APR 1984)
52.243-1 CHANGES--FIXED-PRICE. (APR 1984)--Alternate II. (APR 1984)
52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM). (APR 1984)
52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(SERVICES) (SHORT FORM). (APR 1984)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	NRC Bulletin 4150-33, NRC Mandatory Supervisory Development

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.

20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

§20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

(c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.

(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

(1) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(1i) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(1ii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

(2) The refusal to provide the representation required by § 20-1.5404(b) or upon request of the contracting officer the facts required by § 20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

(d) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in a RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in § 20-1.5404(b) shall include the following clauses:

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor as defined in 41 CFR § 20-1.5402(f) in the activities covered by this clause.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(d) Disclosure after award. (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR § 20-1.5402(a).

(2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

§ 20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of § 20-1.5411.

§ 20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by § 20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with § 20-1.5411, neutralize the effects of the identified conflict.

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with § 20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with § 20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§ 20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3)

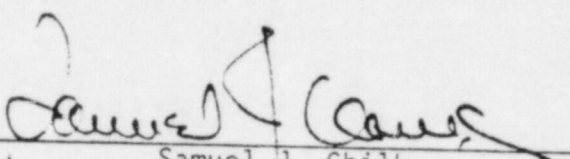
contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

§20-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission


Samuel J. Chilk
Secretary of the Commission

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. 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 Order Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrected or erasures must be initialized. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contacting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

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UNITED STATES NUCLEAR REGULATORY COMMISSION
NRC MANUAL

BULLETIN

NO.

4150-133

DATE: November 8, 1985

SUBJECT:

NRC MANDATORY SUPERVISORY DEVELOPMENT PROGRAM

1. Background

The NRC has recognized the need to place greater emphasis on assuring that employees in supervisory positions are sufficiently trained to perform their management responsibilities effectively and efficiently. To this end, on February 13, 1985, the EDO approved Mandatory Supervisory Development for all newly appointed or to be appointed new supervisors. This bulletin establishes the framework for Mandatory Supervisory Development within the NRC.

2. Policy

All newly appointed supervisors (Branch Chief, Section Leader, or equivalent) are required to participate in the NRC Mandatory Supervisory Development Program unless specifically exempted (see paragraph 4, Waiver to Mandatory Program). The provisions of this bulletin also apply to employees who were newly appointed to supervisory positions within three years of the effective date of this policy.

3. Program Requirements

- A. The NRC Supervisory Development Program consists of Three levels of supervisory training.

Level I - Consists of a series of core supervisory courses (see Attachment II). Participants must complete all Level I courses within 18 months of appointment or the effective date of this bulletin, whichever is later.

Level II - Consists of programs intended to enhance the supervisor's application of supervisory techniques (see Attachment II). Participants are required to complete at least one Level II course within 24 months of appointment or the effective date of this bulletin, whichever is later.

Level III - Consists of programs intended to enhance the supervisor's understanding of public administration (see Attachment II). Though there are no mandatory or time requirements associated with Level III programs, these courses are provided as a guide for continuing the supervisor's managerial education and training over an extended period of time, and for use in preparing IDPs as required in sub-paragraph 3.D. below.

B. MDTs will provide supervisors with a list of required competencies as a guide in making decisions as to which courses to take at the various levels. These competencies represent some of the key attributes which public sector managers utilize on the job; and they have been validated by OPM (see Attachment I).

C. The content of training and development experiences will be relevant to the needs of the Agency and the individual supervisor, and shall provide an effective integration of the following elements:

- (1) a wide assortment of training and developmental courses and activities; and
- (2) the basic management policies and actions which support and encourage further development of supervisors through the Performance Appraisal System, on-the-job training, coaching, individual development planning, and experiences encountered as a result of working in the NRC as an organization.

D. Individual Development Plans

The use of Individual Development Plans (IDPs) is required for new supervisors for the first three years of appointment. The IDP will be kept current, being updated at least once per year. Developmental activities will be carefully matched to the requirements of the position and the individual learning needs of the supervisor (see Attachment III).

E. Performance Appraisal

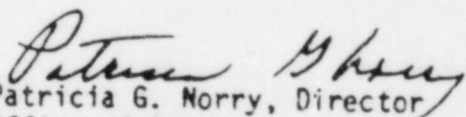
The immediate manager has a responsibility for the development of subordinate supervisors in accordance with NRC Appendix 4151, Part II, Section B.3, requiring a mandatory critical element for management effectiveness, including selecting, developing and utilizing staff. All managers will consider the manner in which their subordinates fulfill their responsibility when appraising this element.

4. Waiver to Mandatory Program

Supervisors who have already taken the NRC Level I courses and an additional Level II course have satisfied mandatory requirements of the Supervisory Development Program. The supervisor's immediate manager may request a waiver for all or part of the Level I mandatory courses and the one Level II required course (see Attachment IV).

5. Program Coordination

- A. Close centralized coordination will be performed by MDTs and Office/Regional Administrative Units.
- B. An Individual Development Plan will be developed by each participant, in conjunction with his/her manager, within 30 days of appointment to a supervisory position or the effective date of this bulletin, whichever is later. The IDP will be approved by the appropriate Division Director and forwarded by the participant's immediate manager to MDTs for concurrence within 45 days of appointment or the effective date of this bulletin, whichever is later. MDTs will use this review to facilitate scheduling and planning.
- C. Participating supervisors will prepare an updated IDP each year for three consecutive years. A copy of the updated IDP, approved by a Division Director, will be forwarded to MDTs for review.
- D. Once each year participating supervisors will provide their immediate manager, Division Director, and Director, Management Development and Training Staff, with a progress report on the accomplishment of IDP items.


Patricia G. Norry, Director
Office of Administration

Attachments:

- I - Competency Areas
- II - Description of Levels
- III - Individual Development Plan
- IV - Waiver to Mandatory Supervisory Development Program

ATTACHMENT I

COMPETENCY AREAS

- I. Integrating Internal and External Issues. This competency area requires identifying and keeping up-to-date with relevant issues external to the work unit managed and applying this information in decision-making and operations within that unit.
- II. Representing and Coordinating. This competency area focuses upon the external communications managers are responsible for. It may include being a representative or spokesperson for the work unit or agency, or coordinating the activities of the unit with other work units and organizations.
- III. Planning and Guiding. This competency area includes activities required to establish a work unit's goals, objectives, and priorities and the structures and processes necessary to carry them out.
- IV. Administering Money and Material Resources. This competency area deals with responsibilities and procedures for obtaining and allocating the money and material resources necessary to support program and policy implementation.
- V. Utilizing Human Resources. This competency area covers responsibilities and processes for assuring that people are appropriately employed, effectively and efficiently utilized, and dealt with in a fair and equitable manner.
- VI. Reviewing Implementation and Results. This competency area requires seeing that programs, projects, and policies are being implemented, adjusted as necessary, and that goals and objectives are being accomplished.

ATTACHMENT II
DESCRIPTION OF LEVELS

Level I: BASIC SUPERVISORY CORE COURSES

Level I consists of a series of courses listed below which focuses on the principles and practices of effective supervision in NRC. The content and approaches are designed to create awareness and build knowledge about one's own managerial approach and how to meet the needs of subordinates, the expectations of the individual manager and of the organization.

Supervisors must complete the four Level I courses within 18 months of appointment. Employees who have been appointed to a supervisory position but have not assumed that position must also enroll in Level I courses.

Objectives of Level I

1. To familiarize the supervisor with basic NRC personnel management concepts and procedures.
2. To improve supervisory knowledge, understanding, and skills.
3. To acquire an understanding of what constitutes supervisory work and to clarify the role supervisors play in maintaining and improving the work of NRC.
4. To distinguish the difference between technical work and managerial work and to clearly define the supervisor's role in relation to each of these activities.
5. To acquaint participants with methods and techniques for controlling operating results.
6. To improve interpersonal and communication skills.

<u>Current Course</u>	<u>Suggested Sequence</u>	<u>Length</u>	<u>Offerer</u>
Supervising Human Resources	Within first 6 months	5 days	NRC
Management Workshop	6-8 months after completion of SHR, but within 18 months	3 days	NRC
Personnel Management Practices	Within first 6 months	3 days	NRC
Critical Elements and Performance Appraisal	Within first 6 months	1 day	NRC

Level II:

SKILL BUILDING COURSES

Level II courses and workshops listed below, are directed toward the application of techniques for improving supervisory performance and overall organizational effectiveness. Their emphasis is on enhancing knowledge and skill in supervisory communications, decision-making, problem solving, and other techniques; and, in general are highly participatory.

In order to encourage continuing managerial development, supervisors must complete at least one Level II course within the first 24 months of appointment. However, they may begin taking Level II courses at any time (regardless of whether all Level I courses have been completed). Many of these courses are offered by NRC at Headquarters. Other courses are offered through Government as well as non-Government sources. On request, NRC courses can be brought to individual Regions. Since it may at times be difficult for Regions to sponsor specific courses in-house, Regional supervisors may take equivalent courses offered by their local Regional OPM Training Center, colleges and universities, or other organizations offering such learning activities.

Objectives of Level II

1. To acquire or further develop techniques for improving the effectiveness of the supervisor's leadership ability.
2. To build skills in handling daily supervisory activities.
3. To build skills in communications and interpersonal relations.
4. To build skills in problem solving related to human performance problems.

COURSE OFFERINGS FOR LEVEL II

<u>Course</u>	<u>Length</u>	<u>HQ**</u>	<u>OFFERER</u>
			<u>Regions OPM/Other</u> <u>As Available</u>
* Selection Interviewing	1 day	NRC	"
* Generic Interviewing	2 days	NRC	"
Managing Your Time	1 day	NRC	"
* Conflict Resolution	2 days	NRC	"
Problem Solving and Decision Making	4 days	NRC	"
* Stress Management	2 days	NRC	"
Managing Change-The Case Study (advanced course)	2 days	NRC	"
* Techniques of Employee Motivation	2 days	NRC	"
Small Group Dynamics	2 days	NRC	"
Conducting Meetings	2 days	NRC	"
Presentation Skills	3 days	OPM	"

Additional Courses to be offered on an as-need-basis

- * Courses currently under consideration for development
- ** Though NRC-specific courses are preferred, suitable and authorized substitutes are acceptable

Level III

PUBLIC ADMINISTRATION COURSES

Level III courses provide an understanding of concepts necessary to strengthen the capability of supervisors to manage in the public sector. Areas of emphasis include integrating the supervisor's job with the regulatory process. Level III courses are not mandatory, but are included in the program to emphasize the desirability to continue management development beyond the basic minimum level. Supervisors may begin taking Level III courses they find particularly useful in meeting their individual developmental needs at any time.

Objectives of Level III

1. To improve administrative proficiency at the more advanced supervisory/management level.
2. To foster greater cooperation and reduce conflicts between units within and outside of NRC.
3. To expose participants to a broad range of ideas for better planning and control of their operations.

The NRC gives two courses, The Regulatory Process and NRC and It's Environment, which cover Level III objectives, and there are many additional courses given by non-NRC organizations such as OPM's Executive Seminar Centers and local colleges and universities.

ATTACHMENT III

INDIVIDUAL DEVELOPMENT PLAN

Within 30 days of appointment, the new supervisor and his/her manager will develop an Individual Development Plan. This Plan will identify specific learning needs based upon the minimum competencies outlined. From those needs specific learning objectives will be identified. If known, specific courses should be identified on the IDP form. If not known, the organization Training Coordinator can provide assistance in identifying those courses which will meet the learning needs. MDTs will also be available to assist in this process. The IDP will be signed and approved by the supervisor, his/her manager and the organization Training Coordinator. The approved IDP will be sent to MDTs for review within five working days of approval. For the first three years of appointment, an IDP will be updated annually, and will be forwarded to MDTs within 45 days of the anniversary date of appointment, indicating which learning needs have been satisfied, and which still remain. This report will identify additional learning needs which have been identified if any. The supervisor's manager will be responsible for certifying that the learning need/competency has been successfully satisfied. It is the responsibility of the supervisor and his/her manager to meet the plan. MDTs will prepare a yearly summary report for the EDO.

ATTACHMENT IV

WAIVER TO MANDATORY SUPERVISORY DEVELOPMENT PROGRAM

Supervisory training and development is mandatory for all newly appointed or to be appointed new supervisors. The Mandatory Supervisory Development Program provides supervisors learning experiences related to certain basic competencies found to be utilized by Government managers. For various reasons, new supervisors may have already acquired these competencies through prior learning or job experiences in either the private or public sectors. If the incumbent has already fully satisfied these requirements, mandatory supervisory training will be waived.

The supervisor's immediate manager may request a waiver for all or part of the Level I mandatory courses and the one Level II required course. The following procedures are to be followed to gain this waiver.

1. The Supervisor and his/her manager review each competency area as well as the appropriate course outline/objectives to determine if prior learning and/or work experiences have satisfactorily provided for meeting these criteria and the incumbent supervisor has acquired these competencies. The manager will then forward a memorandum request for "Waiver to Mandatory Supervisory Development" to his/her Office Director or Regional Administrator.
2. The Office Director/Regional Administrator will review the "Waiver of Mandatory Supervisory Development" request. He/she will either recommend approval, disapproval or approval with modifications/stipulations. If a recommendation for approval is made, the request is sent to the Director, Office of Administration, for review and approval or if disapproved, the request is returned to the originating manager.
3. The Director, MDTs will review the waiver request for the Director, Office of Administration, and recommend either approval, disapproval, or approval with modifications/stipulations. The request will be returned to the appropriate Office Director/Regional Administrator for distribution to the original manager and supervisor.



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Supervisory Development Program

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