S		ONTRACT/ORDER						JISITION NU			PAGE	1	4
2. CONTRACT NO		R TO COMPLETE BLO	CKS 12, 17, 23,		. ORDER NUMBER		OCHC	0-21-	0055	5. SOLICITATION NUME	1	3	6. SOLICITATION
47QRAA19			EFFECTIVE DAT 09/20/20	re ,	31310021F01	41				31310021Q00			issue date 05/17/2021
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9. ISSUED BY			CODE	NRC	CHQ	10. THIS	ACQUIS	ITION IS	□ UN	RESTRICTED OR	⊠ SET ASI	DE: 10	0.00 % FOR:
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	FOR FOB DESTINA- SS BLOCK IS	12. DISCOUNT TERMS)					ONTRACT IS		13b. RATING 14. METHOD OF SOI	LIGITATION		
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15. DELIVER TO		CODE	NRCHQ			16. ADMII	NISTERI	ED BY			CODE	NRCHÇ	5
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17a. CONTRACTO	OR/ CODE	072654999	FACILITY CODE			18a. PAYI	MENT W	ILL BE MAD	E BY		CODE	NRCPA	AYMENTS
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19. ITEM NO.		SCHEDULI	20. E OF SUPPLIES/S	SERVIC	ES			21. QUANTITY	22. UNIT	23. UNIT PRICE			24. OUNT
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		HERWISE IDENTIFIED A MS AND CONDITIONS		IN WINT	ADDITIONAL					TIONS OR CHANGE: D AS TO ITEMS:	O WITHOUT AP	L JEI F	JIXIII
30a. SIGNATURE	OF OFFEROR/CONTR	ACTOR				31a. UN	NITED S	TATES OF A	MERICA (S.	IGNATURE OF CONTRA	CTING OFFICE	ER)	
30b. NAME AN	D TITLE OF SIGNER	(Type or print)	3	30c. D	ATE SIGNED			F CONTRA		FFICER (Type or print	t)		DATE SIGNED 0/20/2021

19. ITEM NO.		20. SCHEDULE OF SUPPLIE:	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PI		24. AMOUNT
-	Obligation	Amount: \$85,200.0					-		
		Contract Ceiling:							
		ract Ceiling (Base							
	\$1,509,846		,						
	Accounting	Information:							
	2021-X0200-FEEBASED-84-84D003-1207-11-N-157-251								
	Funded: \$3	6,200.00							
	2021-X0200- 7-N-157-120	-FEEBASED-84-84D00)3-1207-17-N-157-	251F-1					
	Funded: \$23	3,000.00							
	2021-X0200-	-FEEBASED-84-84D00	3-1207-34-N-157-	251F-3					
	4-N-157-120								
	Funded: \$1	4,000.00							
	2021	-FEEBASED-84-84D00	12_1207_25_N_157_	251 □ _2					
	5-N-157-120		73 1207 33 N 137	201F 3					
	Funded: \$6								
	ranaca. 90,	, 000.00							
	2021-X0200-	-FEEBASED-84-84D00)3-1207-38-N-157-	251F-3					
	8-N-157-120	07							
	Funded: \$6,	,000.00							
	Period of	Performance: 09/30)/2021 to 09/29/2	022					
32a. QUANTIT	Y IN COLUMN 21 HAS	BEEN							
RECEIV	/ED INS	PECTED ACCEPTE	D, AND CONFORMS TO THE CO	ONTRACT, E	XCEPT AS	NOTE	D: _		
32b. SIGNATUI	RE OF AUTHORIZED	GOVERNMENT REPRESENTATIV	E 32c. DATE	32d. PRIN	ITED NAME	AND T	TITLE OF AUTH	ORIZED GO	OVERNMENT REPRESENTATIVE
32e MALING A	ADDRESS OF AUTHO	RIZED GOVERNMENT REPRESEN	NTATIVE	32f. TELE	PHONE NUI	MBER	OF AUTHORIZ	ED GOVER	NMENT REPRESENTATIVE
				32g. E-MA	L OF AUTH	IORIZE	ED GOVERNME	ENT REPRE	SENTATIVE
33. SHIP NUMI	BER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYM	ENT				37. CHECK NUMBER
PARTIAL	FINAL	-		COV	IPLETE		PARTIAL [FINAL	
38. S/R ACCOL		39. S/R VOUCHER NUMBER	40. PAID BY						
		CORRECT AND PROPER FOR PAY		42a. RI	ECEIVED BY	/ (Print	t)		
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	3 PRICE/COST SCHEDULE	
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B - Continuation Pages

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

- (a) The title of this project is: U.S. Nuclear Regulatory Commission Leadership Training and Development Services
- (b) Summary work description:

This is a non-personal services contract/order to enhance the skills and knowledge of its employees (non-supervisor, supervisor and manager) in grade levels GG-7 through SES by offering state-of-the-art leadership development, career program training courses and other developmental activities.

B.2 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS

- (a) The ceiling of this order for the supplies is currently upon exercise of any optional years as shown in Section B.3.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount presently obligated with respect to this order is \$85,200.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 Contract Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 Limitation of Funds, for incrementally-funded delivery orders or task orders.

B.3 PRICE/COST SCHEDULE

BASE PERIOD: September 30, 2021 – September 29, 2022

Fixed Price Contract Line Items (CLINs)

	Internal NRC Course Delivery								
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)				
00001	½ day	5							
00002	1 day	8							
00003	1 ½ day	1							

00004	2 day	4			
00005	2 day (individual coaching for each participant)	4			
TOTAL					

	Contractor Provided COTS Course Delivery							
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)			
00006	½ day	6						
00007	1 day	6						
80000	1.5 day	4						
00009	2 days	4						
TOTAL								

Instr	Instruments & Materials Needed to Support Classroom Courses							
CLIN	Instrument and/or Materials Needed	Estimated QTY per year	Unit Price	Not to Exceed Amount for CLIN (=Estimated Number of Units Per Year x Unit Price)				
00010	MBTI	30						
00011	Strength Deployment Inventory (SDI)	88						
00012	Firo-B	30						
00013	DiSC Assessment	30						
00014	EQI Assessment	96						
00015	Participant Handbooks	300						
TOTAL								

Subtotal for Fixed Price CLINs:

Labor Hour Contract Line Items (CLINs)

Contractor Labor Support						
CLIN	Labor Category	Labor Rate	Estimated	Total		

			Hours	
00016	Instructional Designer Loaded Rate*			
00017	Project Manager Loaded Rate*			
00018	Project Assistant Loaded Rate*			
TOTAL		_		

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

Subtotal for Labor Hour CLINs:

Cost Reimbursement Contract Line Items (CLINs)

	Travel	
CLIN	Item Description	Not to Exceed Amount for CLIN
00019	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR*	
00020	Guest Speaker Fees (NTE Amount) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	
00021	Shipping of Printed Participant Course Materials (i.e., Handbooks & Handouts) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS	

Subtotal for Cost Reimbursement CLINs:

BASE PERIOD TOTAL CEILING AMOUNT:



OPTION PERIOD 1: September 30, 2022 - September 29, 2023

Fixed Price Contract Line Items (CLINs)

Internal NRC Course Delivery						
CLIN	Duration	Estimated number of	Onsite ILT with participant	Virtual Training Course Price	Not to Exceed Amount for CLIN	

		sessions per year	materials Price per Session (Up to 30 participants)	per Session	(=Estimated Number of Sessions per Year x Higher Course Price)
10001	½ day	5			
10002	1 day	8			
10003	1 ½ day	1			
10004	2 day	4			
10005	2 day (individual coaching for each participant)	4			
TOTAL					

	Contractor Provided COTS Course Delivery				
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)
10006	½ day	6			
10007	1 day	6			
10008	1.5 day	4			
10009	2 days	4			
TOTAL	TOTAL				

Instr	Instruments & Materials Needed to Support Classroom Courses				
CLIN	Instrument and/or Materials Needed	Estimated QTY per year	Unit Price	Not to Exceed Amount for CLIN (=Estimated Number of Units Per Year x Unit Price)	
10010	MBTI	30			
10011	Strength Deployment Inventory (SDI)	88			
10012	Firo-B	30			
10013	DiSC Assessment	30			
10014	EQI Assessment	96			
10015	Participant	300			

	Handbooks		
TOTAL			\$39,454.80

Subtotal for Fixed Price CLINs: \$163,512.60

Labor Hour Contract Line Items (CLINs)

	Contractor Labor Support				
CLIN	Labor Category	Labor Rate	Estimated Hours	Total	
10016	Instructional Designer Loaded Rate*				
10017	Project Manager Loaded Rate*				
10018	Project Assistant Loaded Rate*				
TOTAL					

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

Subtotal for Labor Hour CLINs:



Cost Reimbursement Contract Line Items (CLINs)

	Travel				
CLIN	Item Description	Not to Exceed Amount for CLIN			
10019	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR*				
10020	Guest Speaker Fees (NTE Amount) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.				
10021	Shipping of Printed Participant Course Materials (i.e., Handbooks & Handouts) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS				

Subtotal for Cost Reimbursement CLINs:

OPTION PERIOD 1 TOTAL CEILING AMOUNT:

Page 8

OPTION PERIOD 2: September 30, 2023 - September 29, 2024

Fixed Price Contract Line Items (CLINs)

	Internal NRC Course Delivery				
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)
20001	½ day	5			
20002	1 day	8			
20003	1 ½ day	1			
20004	2 day	4			
20005	2 day (individual coaching for each participant)	4			
TOTAL					

	Contractor Provided COTS Course Delivery				
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)
20006	½ day	6			
20007	1 day	6			
20008	1.5 day	4			
20009	2 days	4			
TOTAL					

Instruments & Materials Needed to Support Classroom Courses				
CLIN	Instrument and/or Materials Needed	Estimated QTY per year	Unit Price	Not to Exceed Amount for CLIN (=Estimated Number of Units Per Year x Unit Price)
20010	MBTI	30		

20011	Strength Deployment Inventory (SDI)	88	
20012	Firo-B	30	
20013	DiSC Assessment	30	
20014	EQI Assessment	96	
20015	Participant Handbooks	300	
TOTAL			

Subtotal for Fixed Price CLINs:

Labor Hour Contract Line Items (CLINs)

	Contractor Labor Support				
CLIN	Labor Category	Labor Rate	Estimated Hours	Total	
20016	Instructional Designer Loaded Rate*				
20017	Project Manager Loaded Rate*				
20018	Project Assistant Loaded Rate*				
TOTAL					

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

Subtotal for Labor Hour CLINs:

Cost Reimbursement Contract Line Items (CLINs)

	Travel				
CLIN	Item Description	Not to Exceed Amount for CLIN			
20019	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR*				

20020	Guest Speaker Fees (NTE Amount) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	
20021	Shipping of Printed Participant Course Materials (i.e., Handbooks & Handouts) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS	

Subtotal for Cost Reimbursement CLINs:

OPTION PERIOD 2 TOTAL CEILING AMOUNT:

OPTION PERIOD 3: September 30, 2024 - September 29, 2025

Fixed Price Contract Line Items (CLINs)

	Internal NRC Course Delivery						
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)		
30001	½ day	5					
30002	1 day	8					
30003	1 ½ day	1					
30004	2 day	4					
30005	2 day (individual coaching for each participant)	4					
TOTAL							

	Contractor Provided COTS Course Delivery							
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)			
30006	½ day	6						
30007	1 day	6						
30008	1.5 day	4						
30009	2 days	4						

|--|

Instr	uments & Mater	ials Needed to Su	upport Classro	om Courses
CLIN	Instrument and/or Materials Needed	Estimated QTY per year	Unit Price	Not to Exceed Amount for CLIN (=Estimated Number of Units Per Year x Unit Price)
30010	MBTI	30		
30011	Strength Deployment Inventory (SDI)	88		
30012	Firo-B	30		
30013	DiSC Assessment	30		
30014	EQI Assessment	96		
30015	Participant Handbooks	300		
TOTAL				

Subtotal for Fixed Price CLINs:

Labor Hour Contract Line Items (CLINs)

	Contractor Labor Support							
CLIN	Labor Category	Labor Rate	Estimated Hours	Total				
30016	Instructional Designer Loaded Rate*							
30017	Project Manager Loaded Rate*							
30018	Project Assistant Loaded Rate*							
TOTAL								

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

Subtotal for Labor Hour CLINs:

Cost Reimbursement Contract Line Items (CLINs)

	Travel	
CLIN	Item Description	Not to Exceed Amount for CLIN
30019	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR*	
30020	Guest Speaker Fees (NTE Amount) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	
30021	Shipping of Printed Participant Course Materials (i.e., Handbooks & Handouts) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS	

Subtotal for Cost Reimbursement CLINs:

OPTION PERIOD 3 TOTAL CEILING AMOUNT:

OPTION PERIOD 4: September 30, 2025 - September 29, 2026

Fixed Price Contract Line Items (CLINs)

		Internal	NRC Course Del	livery	
CLIN	Duration	Estimated number of sessions per year	Onsite ILT with participant materials Price per Session (Up to 30 participants)	Virtual Training Course Price per Session	Not to Exceed Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)
40001	½ day	5			
40002	1 day	8			
40003	1 ½ day	1			
40004	2 day	4			
40005	2 day (individual coaching for each participant)	4			
TOTAL					

Contractor Provided COTS Course Delivery					
CLIN	Duration	Estimated	Onsite ILT with	Virtual Training	Not to Exceed

		number of sessions per year	participant materials Price per Session (Up to 30 participants)	Course Price per Session	Amount for CLIN (=Estimated Number of Sessions per Year x Higher Course Price)
40006	½ day	6			
40007	1 day	6			
40008	1.5 day	4			
40009	2 days	4			
TOTAL					

Instr	uments & Mater	ials Needed to Su	upport Classro	om Courses			
CLIN	Instrument and/or Materials Needed	Estimated QTY per year	Unit Price	Not to Exceed Amount for CLIN (=Estimated Number of Units Per Year x Unit Price)			
40010	MBTI	30					
40011	Strength Deployment Inventory (SDI)	88					
40012	Firo-B	30					
40013	DiSC Assessment	30					
40014	EQI Assessment	96					
40015	Participant Handbooks	300					
TOTAL							
	Subtotal for Fixed Price CLINs:						

Labor Hour Contract Line Items (CLINs)

	Contractor Labor Support							
CLIN	Labor Category	Labor Rate	Estimated Hours	Total				
40016	Instructional Designer Loaded Rate*							
40017	Project Manager Loaded Rate*							
40018	Project Assistant							

	Loaded Rate*		
TOTAL			

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

Subtotal for Labor Hour CLINs:

Cost Reimbursement Contract Line Items (CLINs)

Travel			
CLIN	Item Description	Not to Exceed Amount for CLIN	
40019	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR*		
40020	Guest Speaker Fees (NTE Amount) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.		
40021	Shipping of Printed Participant Course Materials (i.e., Handbooks & Handouts) NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS		

Subtotal for Cost Reimbursement CLINs:

OPTION PERIOD 4 TOTAL CEILING AMOUNT:



TOTAL CONTRACT CEILING AMOUNT (BASE AND ALL OPTIONS): \$1,509.846.03

C - Contract Clauses

C.1 PACKAGING AND MARKING

- (a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.
- (b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.
- (c) Additional packaging and/or marking requirements are as follows: N/A.

C.2 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of The Chief Human Capital Officer (OCHCO), under Contract/order number 47QRAA19D005Z/31310021F0141.

C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR):
Refer to Section C.21 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999)

b. Contracting Officer (CO):
Jennifer A. Dudek
U.S. Nuclear Regulatory Commission
11545 Rockville Pike; M/S: T-7B20
Rockville, MD 20852

(End of Clause)

C.5 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on **September 30, 2021** and will expire on **September 29, 2022**. The term of this order may be extended at the option of the Government for an additional four (4) one-year option periods.

Base Period: September 30, 2021 - September 29, 2022

Option Period(s):

Option Period 1: September 30, 2022 - September 29, 2023 Option Period 2: September 30, 2023 - September 29, 2024 Option Period 3: September 30, 2024 - September 29, 2025 Option Period 4: September 30, 2025 - September 29, 2026

(End of Clause)

C.6 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

C.7 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter

status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at https://www.fedconnect.net/FedConnect. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.8 ELECTRONIC PAYMENT (DEC 2017)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (https://www.ipp.gov/). Back up documentation shall be included as required by the NRC's Billing Instructions.

C.9 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall prescreen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to

NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the

Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

C.10 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

GFP Item	Quantity	Date provided to contractor	Method of Shipment
NRC training rooms for in-person learning	N/A	Subsequent to contract award	N/A
Copies of relevant NRC training and security clearance forms	N/A	Subsequent to contract award	Electronic copy
Privacy Act and NRC Security requirements guidance	N/A	Subsequent to contract award	Electronic copy
Copies of applicable NRC Human Resources and Training Development (HRTD) and Professional Development Center (PDC) policies	N/A	Subsequent to contract award	Electronic copy

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

C.11 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-

year contract does not have option years, then an annual evaluation will be prepared annually. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

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

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

C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.13 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the

Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).
- (c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.14 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

C.15 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

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

- (1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
- (4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
- (7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.
- (8) Remedies:
- (a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected

loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

- (b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.
- (9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

C.16 GREEN PURCHASING (SEP 2015)

- (a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."
- (b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.
- (c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.17 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

C.18 KEY PERSONNEL. (JAN 1993)

(a) The following	individuals are	considered	to be	essential	to the	successfu	I perfo	ormance	of the
work hereunder:									

	•	
1) Project Manager:	; 2) Instructional Designer:	

^{*}The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.19 2052.204-70 SECURITY. (OCT 1999)

- (a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
- (b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.
 - (1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:
 - (i) Required after the completion or termination of the contract; and
 - (ii) Approved by the contracting officer.

- (2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.
- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.
- (e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.
- (g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly

Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

- (j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

C.20 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

C.21 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999)

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

Name: Sarah Hoenig

Address: U.S. Nuclear Regulatory Commission

Office of the Chief Human Capital Officer

Mail Stop: T-3B3A

Washington, DC 20555

Phone: 301-415-3284

E-mail: Sarah.Hoenig@nrc.gov

Alternate COR:

Name: Dennise Orlando

Address: U.S. Nuclear Regulatory Commission

Office of the Chief Human Capital Officer

Mail Stop: T-3B3A Washington, DC 20555 Phone: 301-287-0585

E-mail: Dennise.Orlando@nrc.gov

(b) The COR shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The COR may not make changes to the express terms and conditions of this contract.

(End of Clause)

C.22 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

^{*}To be incorporated into any resultant contract.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

C.23 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

- (a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and
- (b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

C.24 52.216-18 ORDERING. (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the period of performance start date through the period of performance end date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when-
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either-
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

- (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

C.25 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance.

(End of clause)

C.26 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

C.27 52.219-14 LIMITATIONS ON SUBCONTRACTING. (MAR 2020)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to-
 - (1) Contracts that have been set aside for small business concerns or 8(a) participants;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
 - (3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
 - (4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

- (c) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for-
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (d) The Contractor shall comply with the limitations on subcontracting as follows:
 - (1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause-(Contracting Officer check as appropriate.)
 - [X] By the end of the base term of the contract and then by the end of each subsequent option period; or
 - [] By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

C.28 52.232-22 LIMITATION OF FUNDS. (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total

amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract and (2) the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) The amount previously allotted by the Government or (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (I) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

D - Contract Documents, Exhibits and Attachments

Attachment Number	Title	Date	Number of Pages
	ATTACHMENT 1: Statement of Work - Leadership Training and Development Services	09/10/2021	30
2	Price Contracts	07/05/2017	2
3	ATTACHMENT 3: IPP Billing Instructions for Labor- Hour or Time-and-Materials Contracts	08/16/2017	7
	ATTACHMENT 4: NRC Form 187_Leadership Development Training Requirement	09/10/2021	4



Title of Project

STATEMENT OF WORK

Leadership Training and Development Services

Contents

S.1

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S.15	Data Rights
S.16	Section 508 – Electronic and Information Technology Standards

Appendix A- Estimated Number of Course Materials and Courses Delivered a Year by Course Length and Type

Appendix B- Course Descriptions of Internal NRC Courses

S.17 Applicable Publications (Current Editions)

Appendix C- Level 1 Electronic Course Evaluation Questions



S.1 Title of Project

Leadership Training and Development Services

S.2 Background

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency whose mission is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials in order to protect public health and safety, promote the common defense and security, and protect the public and the environment from the effects of radiation. NRC staff license and inspect nuclear reactors, materials, and waste facilities to ensure compliance with applicable codes and standards during all phases of construction, testing, and decommission operation.

The Office of Chief Human Capital Officer (OCHCO), Human Resources and Training Development (HRTD), provides instructor-led training (ILT) and distance education courses (e.g., self-study or Web-based training) for its Federal employees in a variety of professional and administrative areas, such as computer training and information technology, leadership, finance, acquisition, human resources, and communication. Most of these professional and administrative courses are funded by HRTD; however, HRTD works closely with all NRC offices and regions to meet the agency's training needs. The agency's instructor-led courses are either Commercial-off-the-Shelf (COTS) courses or NRC internal courses developed by contractors and in-house staff.

Professional Development Center

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

Instructor-led training held at the PDC is determined by the NRC and includes NRC or contracted instructor-led courses and special learning events. On occasion, the PDC provides classroom instructors and materials to the NRC's sites outside the metropolitan DC area, or facilities near those sites.

NRC Offices and Distance Learning



NRC offices are currently located at Rockville, MD (Headquarters); King of Prussia, PA (Region 1); Atlanta, GA (Region 2); Chicago, IL (Region 3); Arlington, TX (Region 4); and Chattanooga, TN (Technical Training Center [TTC]).

NRC is increasing its use of distance education so NRC's remote sites also receive training on several platforms. The NRC currently utilizes WebEx and Microsoft Teams to deliver virtual and blended training. NRC currently uses the Talent Management System (TMS) as its Learning Management System (LMS).

NRC Leaders' Academy

The NRC Leaders' Academy provides a comprehensive, competency-based integrated system to train and develop NRC employees. It also provides current and future agency leaders with training and development opportunities for the full spectrum of leadership competencies outlined by the Office of Personnel Management (OPM). The Federal Workforce Flexibility Act of 2004 directs agencies to provide specific training to develop supervisors and managers as part of a comprehensive succession management strategy. To implement the requirements of this Act, OPM published final regulations on Supervisory, Management, and Executive Development, 5 CFR part 412, on December 10, 2009. The revised 5 CFR 412.202 discusses systematic training and development of supervisors, managers, and executives, and requires new supervisors to receive:

- Initial supervisory training within one year of the new supervisor's appointment, and
- Retraining in all areas at least once every three years.

Agencies must also provide training when employees make critical career transitions, for instance, from a non-supervisory position to a supervisory position or from manager to executive. This training should be consistent with assessment of the agency's and the employee's needs.

S.3 Objective

This is a non-personal services contract/order to enhance the skills and knowledge of its employees (non-supervisor, supervisor and manager) in grade levels GG-7 through SES by offering state-of-the-art leadership development, career program training courses and other developmental activities.

NRC strives to:

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



Provide high-quality training at reasonable costs.

The objective of this contract is to enable NRC to obtain the services of skilled contractor facilitators and instructors who can deliver both ILT and blending learning. Blended learning is the combination of face-to-face learning with students and instructors, with some particants online (or virtual). Due to the COVID pandemic, all training is currently being provided as instructor-led virtual training.

Instructor-led virtual training is when an instructor is live and the attendees/participants are all virtual. As more and more of the agency uses telework and distance learning, the majority of work in the base year of the contract is anticipated to be either instructor-led virtual training or blended learning.

In addition, the contractor shall provide NRC with quarterly Executive Leadership Seminars (ELS).

S.4 Scope of Work/Tasks

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

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

Non-Personal Services

It is expressly agreed and understood that this is a non-personal services contract as defined in Federal Acquisition Regulation 37.101, under which the services performed by the contractor are rendered in its capacity as an independent contractor. The Government will evaluate the quality of the service provided, but retains no control over the contractor's employees or agents. The contractor is solely liable for, and shall expressly agree to indemnify the Government with respect to, any liability producing acts or omissions by it or by its employees or agents.

The contractor shall perform the requirements and standards listed below:

1. Training Delivery: Instructors

1.1 Requirement



The contractor shall provide qualified instructors to deliver HRTD courses offered at the PDC or NRC's facilities located at Headquarters or the Regional sites. For blended learning and instructor-led virtual training, the contractor shall provide instructors that have a minimum of one year experience conducting courses virtually. Instructor-led courses may be delivered in the classroom or virtually, using either the NRC's virtual training platform or the contractor's virtual training platform, provided the content and discussions for the course are not NRC-sensitive (Official Use Only). If the contractor chooses to use its own virtual training platform, the costs shall be included in the contractor's costs under the firm-fixed price portion of the training. Courses include internally developed courses, the contractor's COTS courses, and other off-the-shelf course materials developed by a third-party vendor or contractor. [Note: The number of sessions scheduled per course and the course titles listed in this Statement of Work (SOW) may vary throughout the period of performance based on agency's changing needs and funding levels.]

1.2 Standard

- a. The contractor shall provide an appropriate number of qualified instructors to teach the anticipated classroom courses set forth in Appendix A. The contractor shall provide at least one highly qualified primary and one equally qualified back-up instructor for every course. All instructors shall be highly knowledgeable in the subject area, and have strong facilitation skills and experience teaching the topic(s) associated with their teaching assignment. All instructors shall also have at least one year experience teaching in a virtual environment. Note: The contractor shall provide sufficient qualified local instructors for any required in-person training, and the NRC will not incur any travel costs associated with local, in-person training.
- b. The contractor shall provide a qualified alternate instructor if the primary instructor or back-up instructor is unable to teach a scheduled session. Prior to substituting the alternate instructor, the contractor shall obtain the NRC COR's approval. Whenever possible, the contractor shall maintain the approved course schedule when substituting instructors. If a qualified instructor cannot be found for a session date(s), the contractor shall work with the COR to identify an alternative date(s) at no additional cost to the NRC. All alternative delivery dates must be approved by the COR.
- c. Each instructor shall be provided all the course information necessary to successfully teach his/her assigned course session(s). Per the COR's request, the contractor shall provide all course material to the COR prior to training for COR review and approval. The contractor shall ensure that each instructor adequately prepares for each session including reviewing the course materials and conversing with NRC subject matter experts (SMEs), as directed by the COR.



- d. The contractor shall notify the COR and the PDC staff of the audio, VTC, or AV equipment the instructor needs to conduct the class session. For computer application classes, the contractor shall advise the COR and the PDC staff of any required software installation on the classroom computers and any special hardware requirements, as needed. This information shall be provided to the COR no less than ten (10) business days before the class start date.
- e. The contractor shall notify the COR of the name of any non-badged instructor who will be teaching on onsite course so the COR can enter the instructor's name into the NRC's Visitor Access Request System (VARS). This information shall be provided to the COR no less than ten (10) business days before the class start date.
- f. For ILT, the contractor shall ensure that every instructor fulfills the prepared course preparation activities. These activities include arriving no less than 30 minutes before class, becoming familiar with the classroom equipment, and verifying that all the participant materials are in the classroom. Computer application instructors shall test the computer equipment and complete any necessary setup before class begins.
- g. The contractor shall ensure all contractor-led courses start on time, as scheduled.
- h. The contractor shall monitor and evaluate the effectiveness and teaching techniques of each instructor every six (6) months. The contractor shall ensure that each instructor distributes a course evaluation to each training attendee at the end of the course and shall give participants 10-15 minutes to complete the evaluation. The NRC COR will provide the NRC evaluation form to the contractor along with instructions on how to distribute the evaluation to participants. Note: the COR will provide course evaluation data to the contractor, and the contractor shall implement changes for areas that are needed for improvement. To comply with the minimum standards for effective instructional delivery, the contractor shall:
 - i. Create a professional learning experience in the classroom or in an online blended learning solution by being organized, well-versed in the subject matter, and using the best instructional approach, program devices, techniques, and strategies to suit delivery of the training content.
 - ii. Be responsible for reading and understanding the course materials and be able to articulate in a clear, precise fashion the course content.
 - iii. Successfully facilitate classes with an estimated class size of 10 to 30 participants. (Note: The number of participants in each course session may vary based on agency need, and one session of a course may



occasionally be scheduled in order to support one-on-one training requirements).

- iv. Present the course as designed. For ILT, if substituting or adding materials to the course, furnish copy of any videos, books, handouts, or other hard copy materials to the COR for review and approval at least 2 weeks before the session start date. Upon COR request, all materials must be approved by the COR prior to use in the classroom (in-person or virtual/blended).
- v. Facilitate discussion and interactive feedback with participants rather than simply disseminating information or presenting the content.
- vi. Involve the participants in sufficient exercise and practice with the subject matter to reinforce their achievement of the objectives and recall of the information provided.
- vii. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way present the course to help correct problems and improve the participants' opportunity to learn.
- viii. Maintain control of the learning time so the presentation of information and exercises remain organized and timely, key points and course objectives are met, and breaks are provided within the overall course schedule.
- ix. Address disruptive students, remove or correct barriers to learning during a training session, and recommend a resolution to such deficiencies before the start of the next scheduled session of the course.
- x. Manage distractions tactfully, and consistently control questions that are of minimal interest to the class as a whole and can be answered later or individually.
- xi. Present the emergency evacuation information at the start of each inperson ILT class¹. Circulate the class roster for student signature on each day of the training session. Return the signed roster to the PDC at the end of class.

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



- xii. For in-person ILT, leave the training room in a neat and clean condition. Upon course completion, remove all teaching materials, including used flip chart sheets, and extra handout materials, etc., that were used in the presentation of the course. Return unused course materials to the PDC staff.
- xiii. Provide a 1-hour lunch break and at least one 15-minute break during the morning session and one 15-minute break during the afternoon session, or provide breaks as agreed upon by the COR or as determined by the course design.
- i. The contractor shall follow the NRC's evaluation collection process (online submission), and review the participant evaluations to assess course quality and instructor performance. The NRC reserves the right to make changes to the evaluation form, or change the evaluation form collection process as necessary to meet its reporting requirements. (Note: The NRC will provide the contractor a report summarizing the instructors' evaluation scores per session within 4 weeks of the session end date. The contractor may be asked to participate in Kirkpatrick's Model of Training Evaluations (Level 2-Level 4) during the period of performance.)
- j. The contractor shall ensure all instructors meet the performance qualifications described in this Statement of Work (SOW). During the period of performance, all instructors shall consistently receive an average course evaluation rating of 4 on a scale of 1 to 5 (i.e., 1 as very unsatisfactory and 5 as very satisfactory). Should the COR make any necessary changes to the rating scale, the contractor shall receive the overall average rating determined by the COR. If the course evaluations or direct observation indicate that an instructor cannot satisfy the requirements of the contract, or receives an overall rating average below 4 overall (or rating determined by the COR with a new rating scale) for three or more courses during a one-year period, the COR will work with the contractor's project manager to determine a qualified trainer replacement, while maintaining the approved course schedule.
- k. The contractor shall ensure each instructor understands and follows all NRC security procedures and policies while working in the NRC.

2. Training Delivery: Courses and Course Materials

2.1 Requirement

The contractor shall deliver a variety of open enrollment courses according to the annual schedule posted in the NRC catalog (refer to Appendix B). These courses include in-house and



online NRC classroom courses, as well as the contractor's COTS courses or off-the-shelf course materials published by a third-party vendor. Classes at the PDC shall begin no sooner than 8:00 a.m. and end no later than 4.15 p.m. Eastern Time, unless otherwise stated at the time of scheduling. Due to the COVID pandemic, the NRC will need flexibility in determining the quantity of courses delivered in-person at the PDC, blended, or instructor-led virtual training. On occasion, however, the contractor may be asked to deliver a distance education course or a course at NRC's facilities located in Region I, Region II, Region III, Region IV, and Technical Training Center (TTC) or at another offsite location in these metropolitan areas.

2.2 Standard

- a. The contractor shall deliver the following four (4) NRC Leadership Courses as scheduled in the NRC open enrollment catalog. Course descriptions are in Appendix B. Course titles may be added or deleted depending upon NRC's training needs and funding levels. The four (4) courses include:
 - 1. NRC Culture: Who We Are and Who We Want to Be (1 day)
 - 2. Leadership Orientation (2 days)
 - 3. Self-Assessment for Leadership (2 days)
 - 4. Coaching for Performance (1 day)
- b. The contractor shall provide instruments and other COTS course materials, as needed. Currently the NRC uses the following instruments:
 - Myers Briggs Type Indicator (MBTI)
 - Strength Deployment Inventory (SDI)
 - FIRO-Business
 - DiSC Profile Assessment
 - The Emotional Quotient Inventory (EQ-i)
- c. The contractor shall deliver the above course titles on the scheduled dates specified in the published NRC open enrollment course catalogue. A similar number of offerings will be scheduled each fiscal year; however, changing organizational need throughout the period of performance could impact the needed number if sessions delivered at the PDC, in a regional office or other NRC location.
- d. When adding or removing sessions from the schedule of NRC's open enrollment period for courses conducted at the PDC, or as directed by the COR, the contractor shall do so within 2 weeks of the request and at no additional cost to the NRC. All changes shall be approved by the COR. (Note: The NRC reserves the right to cancel or reschedule a specific session, add a new course title, or retire an existing course title any time throughout the period of performance. The NRC will endeavor to cancel any scheduled training when there is insufficient



enrollment no later than 14 calendar days prior to the beginning of the scheduled training date. Should the NRC close due to an emergency or situation beyond the control of the agency (such as weather) the NRC shall reschedule the session for a mutually agreeable date without additional cost to the NRC.)

- e. The contractor shall provide each NRC participant one complete copy of the course materials per scheduled session. The contractor shall print all course materials (including participants handbooks, instructor guides and any needed additional handouts) for all courses that require hard copy material under this contract. The COR will provide the contractor with addresses/shipping information at least 30 calendar days prior to the training delivery date. The contractor shall ensure that for all in-person ILT, that course materials are delivered at least 10 calendar days prior to the training delivery date. For virtual ILT, the contractor shall provide electronic course materials to all course participants, unless otherwise directed by the COR to provide printed/hard copy course materials.
- f. The contractor shall follow the NRC's Level 1 (Kirkpatrick's Model of Training Evaluations) evaluation collection process (online submission), and use the information and data collected from the evaluations as feedback for assessing instructor performance and improving course delivery. The NRC reserves the right to make changes to the evaluation form, or change the evaluation form collection process to meet its reporting requirements. See Appendix C for a copy of the Level 1 course evaluation.
- g. The contractor shall have expertise in using appropriate assessment/testing instruments. The instructor shall be qualified or certified (as required per instrument) to administer a number of assessments, including but not limited to:
 - Strength Deployment Inventory (SDI)
 - FIRO-Business
 - MBTI
 - EQi
 - DiSC Profile Assessment

3. Customization of Off-the-shelf Courses and Instructional Design

3.1 Requirement

As directed by the COR, the contractor shall customize COTS courses to reflect NRC policies, processes and organizational culture. The contractor shall also provide instructional design support for new course design work and/or to modify existing courses. The contractor shall



conduct such projects in accordance with project schedules and deliverable requirements established in a written work order.² These work orders will include:

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

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

<u>Minor Changes:</u> The contractor shall make minor changes to the program courses to maintain accuracy and relevancy of the teaching materials and to reflect participant comments on the value of the topic taught, such as whether more emphasis should be placed on a particular topic or whether a topic has no relevancy or is redundant to material taught in another course of the program (unless purposely included). Examples of minor changes are an organizational change, a date change, the deletion or addition of NRC-provided materials.

<u>Major Changes:</u> The contractor may be requested to make major modifications to a course or program. Examples of major changes are: combining courses or portions of courses, restructuring the course content, or adding content. Major modifications shall be handled pursuant to the specifications in an issued work order.

3.2 Standard

a. The contractor shall revise or customize existing course training materials and/or develop new courses. Per the COR's request, the contractor shall submit all materials (e.g., edits and/or new material) for COR approval prior to commencing training. The contractor shall recommend new contractor or third-party vendor titles to replace outdated courses when appropriate. Instructional materials shall include a participant guide, instructor guide, and PowerPoint slides. Other instructional aids may include job aids, handouts, case studies, reference guides, videos, readings, case studies, instruments, and other interactive learning materials that support delivery of the course content.

² All materials developed specifically for the NRC under this SOW will become the property of the United States Government. The Government will obtain unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly in any manner and for any purpose and to have or permit others to do so.



- b. The contractor shall use the Analysis, Design, Development, Implementation and Evaluation (ADDIE) instructional design model or similar instructional design standard as needed to design the course and identify the content.
- c. The contractor shall ensure all course design, revision or customization projects include a participant manual, instructor manual, job aids and other appropriate instructional materials. The contractor shall deliver quality, proof-read course material deliverables. The COR will provide the contractor with any specific agency requirements that need to be followed in the contractor's course design process.
- d. The contractor shall use the NRC's virtual training plaform(s) to conduct blended or virtual courses or the contractor shall use their virtual training platform, provided the content and discussions for the course are not NRC-sensitive (OUO), at no additional cost to the NRC.
- e. The contractor shall work efficiently, effectively, and cooperatively with the COR, and an NRC subject matter expert (SME) as needed within the allotted timeframe of the project, and as directed by the NRC COR.

4. Implementation of Executive Leadership Seminars

The contractor shall provide the external speaker and all logistics for two (2) to four (4) 2-hour Executive Leadership Seminars (ELS) a calendar year (maximum of 4), which equates to one per fiscal quarter, and provide the logistics for up to four (4) ELS presentations involving local or internal speakers on relevant leadership topics.³

Due to the COVID pandemic, the NRC will need flexibility in determining how the ELS seminars shall be delivered. Upon the COR's request, the contractor shall deliver the ELS in-person at NRC Headquarters in Rockville, MD, as blended seminars, or the contractor shall deliver the ELS seminars virtually.

4.1 Requirement

a. For the quarterly ELS presentations, the contractor shall research and provide a list of 8-10 suggested external guest speakers and presentation topics per speaker based on input from the COR. The NRC will provide the contractor an overview of possible topics based on current organizational need. Topics will focus on current leadership trends and issues in the public and private sector.

³ For ELS presentations, there shall be no travel costs for local speakers and no costs (speakers or travel fees) associated with the internal NRC speakers.



- b. For the quarterly ELS presentations, the COR will approve the presentation content and logistics, speaker fees, travel dates, and other related issues.. The NRC COR must approve all speakers, dates and presentation content before the event.
- c. For ELS presentations, the contractor shall assist the NRC COR to manage the program logistics including, but not limited to, drafting content related emails and session invitations as well as talking points for the Executive Director's program introduction; reviewing the presentation content before the presentation and providing feedback to the speaker, and other tasks needed to support program logistic as determined by the NRC COR and internal ELS program procedures.

4.2 Standard

The contractor shall coordinate all required program logistics on behalf of OCHCO/HRTD and the NRC COR for leadership and ELS training.

5. Project Management Support

5.1 Requirement

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

5.2 Standard

- a. The contractor shall provide the NRC COR with a roster of instructors and a written analysis of each instructor's qualifications per teaching assignment(s) within 30 calendar days after contract award. The roster shall include the instructor's name, email address, telephone number, classes that the instructor teaches, and teaching assignments. On an ongoing basis, the contractor shall ensure that the roster is accurate and up to date. Within five (5) calendar days after a new instructor is hired or an instructor is no longer employed by the contractor, the contractor shall update the roster of instructors.
- b. The contractor shall manage and coordinate all the logistics and planning of each course customization project and each ELS. The contractor shall provide all revised



or customized course materials in paper, native electronic, and PDF format with content approved by the NRC COR, or his or her designee.

- c. Per the COR's request, the contractor shall send master course materials to the COR in a timely manner (at least 10 business days prior to course presentation).
- d. The contractor shall work with the COR to prepare, revise, and maintain the annual calendar of scheduled open enrollment courses, course descriptions, session dates and other applicable information. The course descriptions and session dates shall be accessible from NRC's LMS.
- e. The contractor shall prepare draft and final course descriptions for the COR's approval.
- f. The contractor shall work with the COR to ensure annual open enrollment classes are scheduled and the course sessions are correct in NRC's LMS. Throughout the year, the contractor shall monitor the need for offering additional sessions of a particular course, and recommend when additional sessions are required. The contractor shall promptly respond to ad hoc requests training requests.
- g. The contractor shall ensure all the performance standards specified in this SOW are met and maintained throughout the period of performance.
- h. The contractor and the COR shall communicate on a regular basis to discuss contractor deliverables and objectives, identify problems and issues and discuss problem resolution. The contractor shall provide the COR with a monthly report (i.e., the Monthly Letter Status Report) on the status and activities of personnel covered under this contract to ensure that all activities are being properly executed; and make suggestions to the COR for improvement of services under this contract.
- i. The Contractor shall monitor and evaluate the effectiveness of the courses the contractor provides and delivers to the NRC, and recommend changes to course content and materials. Per the COR's request, the contractor shall provide a draft copy of all proposed courses for the COR's review and approval prior to use in the classroom. (Note: All proposed courses must be reviewed and approved by the COR before a course can be added to the NRC catalog or scheduled for delivery at the PDC.)
- j. When special requests are made to the COR by NRC regional offices or for course delivery held outside the NRC PDC, the contractor shall work with the COR, the



requestor, and PDC staff to address those requirements within the scope of this contract.

S.5 Reporting Requirements

S.5.1 Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period (including summary of courses delivered), milestone schedule information, problem resolution, travel plans, and staff hour summary with description of tasks accomplished (for any labor hours billed).

S.6 List of Deliverables

Section #	Deliverable	Due Date	Format	Submit to
S.4	Roster of instructors	No Later Than (NLT) 30 calendar days following contract award and ongoing, per change	Electronic copy compatible with NRC applications (i.e., WORD or PDF)	COR
S.4	Draft copy of customized course materials including participant and instructor materials (per COR request)	To be determined by the COR following each work order	Electronic copy compatible with NRC applications (i.e., WORD or PDF)	COR
S.4	Final Draft copy of customized course materials including participant and instructor materials (per COR request)	To be determined by the COR following each work order	Electronic copy compatible with NRC applications (i.e., WORD or PDF)	COR
S.4	Final course materials for each training participant	Day of training	Electronic copy or hard	Training Attendees

			copy* per COR request	
S.5.1	Monthly Lettter Status Report	NLT the 5 th of the following month	Electronic copy compatible with NRC applications (i.e., WORD or PDF)	CO/COR

^{*}Note: The NRC COR will provide technical direction at least 30 calendar days prior to each course on which materials are required to be printed to support the course delivery.

S.7 Required Materials, Facilities, Hardware/Software

The contractor shall provide printed course materials as directed by the COR.

S.8 Release of Publications

Any documents generated by the contractor under this contract/order shall not be released for publication or dissemination without CO and COR prior written approval.

S.9 Place of Performance

The work to be performed under this contract/order will be split between NRC offices and the contractor's office.

S.10 Recognized Holidays

Contractor personnel shall not be required to perform onsite on the Federal holidays identified below. Contractor personnel shall comply with their company's policies and procedures regarding their work status on these days.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

S.11 Hours of Operation

The contractor shall provide required support during normal work hours (i.e., for PM between the hours of 8:30 a.m. to 5:00 p.m. ET).

^{*}Shipment address will be provided by the COR for each scheduled in-person training where hard copy course materials are required.



S.12 Key Personnel and Qualification Requirements

The following positions have been designated as key personnel:

Project Manager

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

Instructional Designer

If the COR determines that an instructional designer is needed, the contractor shall provide an instructional systems designer that shall have the following knowledge, skills, and abilities: a minimum of three (3) years' experience in designing or customizing similar courses for other Federal government agencies; demonstrated experience using the instructional systems design (ISD) methodology; and an Instructional Systems Design Certificate from an educational institution or an organization providing continuous learning credits in instructional design.

S.13 General – Contractor Personnel and Qualification Requirements

The following position is designated as general contractor personnel:

Instructors

Adequate and appropriate experience teaching the subject matter, or significant expertise with the subject matter in some professional capacity in the public or private sector. Preferred credentials include a certificate or academic degree in facilitation, teaching, adult education, or human resources development. Experience operating Audio Visual (AV) equipment or teaching in a distance education delivery method is highly desirable. A minimum of one year experience teaching virtual ILT is required.

Additional Qualifications for All Contractor Personnel:

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, providing training, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.



The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest.

S.14 Contractor Travel

When domestic travel is needed, the contractor shall be responsible for making all travel arrangements. All travel expenses shall be reasonable and in accordance with the Federal Travel Regulations in effect at the time the travel is undertaken. The contractor shall submit itemized receipts for travel expenses when invoicing the NRC and shall include supporting documentation for travel such as lodging receipt, copy of airline ticket, copy of rental car receipt or cab receipt(s).

If an instructor is away from his or her place of residence and requests flight arrangements be made from a location other than his or her place of residence, the NRC will not be obligated to pay the increased costs. Local travel costs, such as mileage and parking or metro fares within the location of the contractor's metropolitan area or the DC metropolitan area, will be not be reimbursed by the NRC. Headquarters and local parking at the PDC are not provided by the NRC.

S.15 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

S.16 Section 508 – Electronic and Information Technology Standards

S.16.1 Introduction

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at <u>36 CFR § 1194</u>) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in 40 U.S.C. 11101(6)) and other



equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main_02.tpl).

S.16.2 General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

- 1. in conformance with, and
- 2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

S.16.3 Applicable Provisions of the Revised 508 Standards

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If "Maybe" is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194		
Yes	Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements		
Yes	Section 508 Chapter 1: Application and Administration - sets forth general application and administration provisions		
Yes	 Section 508 Chapter 2: Scoping Requirements - containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications) 		
Maybe	Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements		

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194	
Maybe	 Chapter 3: Functional Performance Criteria – applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards 	
Maybe	Chapter 4: Hardware	
Maybe	Chapter 5: Software	
Maybe	 Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support) (Always applies if Chapters 4 or 5 apply) 	
Yes	Chapter 7: Referenced Standards	
Maybe	3. Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000	

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

Section E203.2 applies only to the NRC, except as specified below.

S.16.4 Exceptions

S.16.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

S.16.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

S.16.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

 provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of



36 CFR § 1194, respectively

 request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

S.16.4.4 National Security Systems

Based on the definition at 40 U.S.C. 11103(a), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

S.16.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

S.16.5 Additional Requirements

S.16.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

S.16.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

- If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either Public Facing or Agency Official Communication (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
- 2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that
 - a. deliverables that are not Public Facing and not Agency Official



- Communication (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194
- b. deliverables that are in the form of PDF files, are <u>not Public Facing</u> and are <u>not Agency Official Communication</u> (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

S.16.5.3 Other

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

S.16.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

S.16.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at https://www.itic.org/policy/accessibility/vpat or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

S.16.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

S.16.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

S.16.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

S.16.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarising the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

S.16.6.6 Communication to ICT Users

When the Contractor is providing ICT support services (including, but not limited to help



desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

S.17 Applicable Publications (Current Editions

Not Applicable

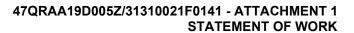


APPENDIX A: Estimated Number of Course Materials and Courses Delivered a Year by Course

Length and Type

gth and Type NRC Internal Course	Estimated Sessions per Year ⁴
Mico internal Course	Estimated Sessions per Teal
½ day class (4 hours)	5
1 day course (8 hours)	8
1.5 day course (12 hours)	1
2 day course (16 hours)	8
Total	22
COTS Courses	Estimated Sessions per Year
½ day class (4 hours)	6
1 day course (8 hours)	6
1.5 day course (12 hours)	4
2 day course (16 hours)	4
Total	20
Instruments needed to support classroom courses	Estimated Number Needed per Year
MBTI	30
Strength Deployment Inventory (SDI)	88
EQi	96
Firo-B	30

⁴ Estimated delivery includes scheduled open enrollment, estimated regional, and projected just-in-time training (JIT) sessions that may be needed but are undetermined at this time Actual quantity delivered under this contract will vary based on agency need and available funding.





Appendix B: Course Descriptions of Internal NRC Courses

NRC Culture: Who We Are and Who We Want to Be

This course examines NRC's culture with a focus on the values, behaviors, and day-to-day practices that promote and maintain a positive organizational culture. During the course, participants will explore the concept of organizational culture, while gaining a deeper understanding of what organizations strive for in terms of aspirational organizational culture. We examine several aspects of organizational culture through the lens of the NRC Leadership Model, allowing you to discover how we all influence work products and decisions at all levels of the agency. Finally, participants will examine the role and responsibility they have in positively transforming NRC's organizational culture, by demonstrating initiative, or what is otherwise referred to as "leadership at all levels," in order to foster successful organizational change.

Leadership Orientation

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

Self-Assessment for Leadership

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

Coaching for Performance

This course introduces you to the essential skills you need to effectively coach your employees. By learning proper coaching techniques, you can raise the performance levels of your staff and increase value to the organization by building trust and solving problems. Course content will also help you understand the importance and benefits of coaching to improve work unit performance, and provide you an opportunity for practicing your newly acquired coaching skills. This course is recommended for supervisors, team leaders, senior resident inspectors and other staff responsible for managing employee performance.



Appendix C: Level 1 Electronic Course Evaluation Questions

Training Satisfaction Survey

Red	quired
1.E	Inter Session ID.
-	he course met all stated objectives.
0	Strongly Agree
0	Agree
0	Neutral
0	Disagree
0	Strongly Disagree
3.T	The course allowed enough time to learn the subject matter that was covered.
_	Strongly rigide
	Agree
_	Neutral
	Disagree
	Strongly Disagree
4 .T	The course presentation was logically organized and easy to follow.
0	
0	Agree
0	Neutral
-	Disagree
	Strongly Disagree
5.T	he course content supported the learning experience.
0	Strongly Agree
0	Agree
0	Neutral
0	Disagree
0	Strongly Disagree

6.Was virtual delivery of this training course an effective learning experience? $^{\mbox{$^{\circ}$}}$ $_{Yes}$ $_{No}$
7. Given the virtual delivery of this course, what worked well and do you have recommendations to improve the virtual delivery format?
 8.I feel that I had sufficient prior knowledge and experience to prepare me for this course. Strongly Agree Agree Neutral Disagree Strongly Disagree
 9.I feel that I expect what I learned to improve my current or future job performance. Strongly Agree Agree Neutral Disagree Strongly Disagree
10.I feel that I am overall satisfied with the course. Strongly Agree Agree Neutral Disagree Strongly Disagree



The Instructional Method(s) used was (were) an effective way for me to learn. Strongly Agree Agree Neutral Disagree Strongly Disagree
The Instructor was knowledgeable about the subject matter. Strongly Agree Agree Neutral Disagree Strongly Disagree
The Instructor clearly stated the course objectives. Strongly Agree Agree Neutral Disagree Strongly Disagree
The Instructor presented material in a manner that was easily understood. Strongly Agree Agree Neutral Disagree Strongly Disagree
The Instructor asked questions to periodically check for learning. Strongly Agree Agree Neutral Disagree Strongly Disagree



16.The Instructor encouraged course participation and interactions among participants. Strongly Agree Agree Neutral Disagree Strongly Disagree
17.The Instructor helped participants relate the material to their job. Strongly Agree Agree Neutral Disagree Strongly Disagree
18.What were the most valuable aspects of this course?
19.What were the least valuable aspects of this course? Line Text.
20.Do you have any recommendations to improve any aspect of the course?
21.May we contact you for further information? if Yes, please fill in your name and contact information. Submit



Version Control Date: July 5, 2017

47QRAA19D005Z / 31310021F0141 - ATTACHMENT 2

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

<u>General</u>: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

<u>Electronic Invoice/Voucher Submissions</u>: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 11.1, NRC Acquisition of Supplies and Services.

<u>Agency Payment Office</u>: Payment will be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

<u>Frequency</u>: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

<u>Supporting Documentation</u>: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

<u>Task Order Contracts</u>: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

<u>Supersession:</u> These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).



Version Control Date: July 5, 2017

47QRAA19D005Z / 31310021F0141 - ATTACHMENT 2

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is <u>not</u> currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (<u>STLS.IPPHELPDESK@stls.frb.org</u>) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a <u>quick reference</u> <u>guide</u>, and <u>frequently asked questions</u> are available on Treasury's IPP <u>website</u>. **Individuals** within your company responsible for submitting invoices should review these materials before work begins on the contract.

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.



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BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (AUG 2017)

<u>General</u>: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

<u>Electronic Invoice/Voucher Submissions</u>: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

<u>Purchase of Capital Property</u>: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 11.1, NRC Acquisition of Supplies and Services.

<u>Agency Payment Office</u>: Payment will be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

<u>Frequency</u>: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

<u>Supporting Documentation</u>: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

<u>Task Order Contracts</u>: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information included as Supporting Documentation. This includes all applicable cost elements and other items discussed in paragraphs (a) through (j) of the attached instructions.

<u>Billing of Costs after Expiration of Contract</u>: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".



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BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (AUG 2017)

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

<u>Supersession</u>: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (JAN 2015).

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is <u>not</u> currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (<u>STLS.IPPHELPDESK@stls.frb.org</u>) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a <u>quick reference</u> <u>quide</u>, and <u>frequently asked questions</u> are available on Treasury's IPP <u>website</u>. **Individuals** within your company responsible for submitting invoices should review these materials before work begins on the contract.

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INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT – INVOICE ATTACHMENT)

- a. <u>Billing period</u>. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- b. <u>Labor Hours Expended</u>. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- c. <u>Property</u>. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- d. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- e. <u>Charges for freight or express shipments</u>. Attach prepaid bill if shipped by freight or express.
- f. <u>Instructions</u>. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- g. <u>Direct Costs</u>. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
 - Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

LaborHoursBurdenedCumulativeCategoryBilledHourly RateTotalHours Billed

2. Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment



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for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

- 3. Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- 4. Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.
- 5. Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- 6. Travel. Total costs associated with each trip must be shown in the following format:

Start Date		<u>Destination</u>	Costs
From	Tο	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

- 7. Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- h. <u>Total Amount Billed</u>. Insert columns for total amounts for the current and cumulative periods.
- i. <u>Adjustments</u>. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.
- j. Grand Totals.



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3. Sample Invoice/Voucher Information (to be included as an attachment)

		ce/Voucher Information (Supporting Docume		
			Amount E	Billed Cumulative
(a)	Direc	t Costs		
	(1) (2) (3) (4) (5) (6) (7)	Direct burdened labor Government property (\$50,000 or more) Government property, Materials, and Supplies (under \$50,000 per item) Materials Handling Fee Consultants Fee Travel Subcontracts	\$ \$ \$ \$ \$	\$ \$ \$ \$ \$
		Total Direct Costs:	\$	\$
(b)	Total Amount Billed		\$	\$
(c)	Adjustments (+/-)		\$	\$
(d)	Grand Total		\$	\$
(The ir	nvoice/	voucher format provided above must include	information similar to	that included

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) <u>Direct Burdened Labor - \$4,800</u>

Labor	Hours	Burdened		Cumulative
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	Hours Billed
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465



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Computer Analyst 100 \$10.00 \$1,000 320 \$4,800 1,760 hrs.

Burdened labor rates must come directly from the contract.

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

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

3) <u>Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000</u>

10 Radon tubes @ \$110.00 = \$1,100 6 Pairs Electrostatic gloves @ \$150.00 = \$ 900 \$2,000

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

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

- 6) <u>Travel \$2,640</u>
 - (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

Start Date	End Date	<u>Days</u>	<u>From</u>	<u>To</u>	Cost
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: $$136/day \times 15 days = $2,040$
- 7) Subcontracting \$30,000

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

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

Total Amount Billed \$99,580



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BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (AUG 2017)

Adjustments (+/-) $\frac{0}{599,580}$

4. Definitions

<u>Material handling costs</u>. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.