

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. See Block 20.		PAGE 1 OF <b>46</b>	
2. CONTRACT NO. GS10F0019J		3. AWARD/EFFECTIVE DATE 03/01/2012		4. ORDER NO. NRC-HQ-12-F-38-0002		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL: a. NAME Chris Walston		b. TELEPHONE NO. (No Collect Calls) 301-492-3692		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Chris Walston, 301-492-3692 Mail Stop: TWB-01-B10M Washington, DC 20555				10. THIS ACQUISITION IS: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM, NAICS: _____ <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: _____ <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555			
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555				17a. CONTRACTOR/OFFEROR CODE Vantage Human Resource Services 1050 17 <sup>th</sup> ST NW STE 600 Washington, DC 20036-4424 (202) 587-2992			
17b. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230				18. FACILITY CODE			
19. TELEPHONE NO.				20. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		The purpose of this contract is to provide the Human Resource Office with contractor support to provide communications training for NRC personnel.  A cost breakdown of the services to be provided are outlined in Section B of the attached documents.  RFPA#: HR-12-002 FAIMIS#: 121407  DUNS#: 072654999 NAICS Code: 611430  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA GR#: 2012-84-51-H-192; Job Code: T8485; 251F: Appr. No.: 31X0200; Amount Obligated: \$108,000.00				26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$999,888.17			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Vincent Butch Wardlaw</i>		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Vincent Butch Wardlaw, President		30c. DATE SIGNED 24 Feb 2012		31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>Erika Eam</i>	
				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Erika Eam		31c. DATE SIGNED 2/24/2012	

TEMPLATE - ADM001

FEB 28 2012

SUNSI REVIEW COMPLETE

STANDARD FORM 1449 (REV. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.212

ADM002

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## SECTION B - CONTINUATION BLOCK

### B.1 GENERAL

- (a) The contractor will provide Communications Training Services for all United States Nuclear Regulatory Commission's Personnel;
- (b) The contract term includes a base period of twelve (12) months with four (4) one-year option periods, for a total of five (5) years if all option periods are exercised; and
- (c) The contract will be an Indefinite Quantity Commercial Item Contract with firm fixed unit prices.

### B.2 MINIMUM AND MAXIMUM AMOUNTS

- (a) The Department will order a minimum amount of **\$2,518.94** under this contract. The Department will have the entire term of the contract to fulfill the contract minimum. The specific CLINs and quantities will be identified in the work order(s) issued under this contract. During the life of this contract, the Department may order items in any quantity up to the maximum amount specified in paragraph (b) below.
- (b) There are no maximum quantities or amounts for each individual CLIN, work order, contract period, or contract. The maximum aggregate amount of all work orders issued under all contract awarded shall not exceed **\$999,888.17** for the entire term of the contract.

### B.3 PRICE/COST SCHEDULE

All unit prices are fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit) necessary to provide the Training services required in the solicitation.

The line items indicated below are line items that may be ordered throughout the duration of the contract on an as needed basis.

**Base Period: March 1, 2012 – February 28, 2013**

<u>Contract Line Item Number (CLIN)</u>	<u>Course Title</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b><u>TRAINING COURSES</u></b>					
001	Effective Risk Communications and Public Outreach (2 days)	4	Course	\$3,309.41	\$13,237.64
002	Conducting Effective Public Meeting (2 days)	4	Course	\$3,309.41	\$13,237.64
003	Writing in Plain Language (2 days)	4	Course	\$3,309.41	\$13,237.64
004	Developing and Using Strategic Communication Plans (1.5 days)	3	Course	\$2,518.94	\$7,556.81
005	Communication During a Crisis (2 days)	3	Course	\$3,309.41	\$9,928.23
006	Media Training Workshops – 2 Trainers (2 days)	7	Course	\$5,912.52	\$41,387.64
007	Effective Communications for NRC Inspectors – Includes Assessments (2 days)	7	Course	\$3,797.56	\$26,582.92

008	Gathering Inspection Information through Interview (2 days)	7	Course	\$3,309.41	\$23,165.87
009	Conducting Presentations (2 days)	4	Course	\$3,309.41	\$13,237.64
010	Just-In-Time (JIT) Communication Training	2	Course	\$4,266.55	\$8,453.10
<b>ADMINISTRATIVE TASK</b>					
011	Exec. Prof. Dev. Specialist	69	Hours	\$125.33*	\$8,647.77
012	Prof. Dev. Specialist	27	Hours	\$76.92*	\$2,076.84
<b>OPTIONAL LINE ITEMS</b>					
013	Training Materials/Training Workbooks	Each		\$32.93	\$200.00 (Not-To-Exceed)
014	Assessments	Each		\$19.53	\$150.00 (Not-To-Exceed)
015	Major Course Revisions	Day		\$1,268.78	\$1,500.00 (Not-To-Exceed)
<b>OTHER DIRECT COSTS</b>					
016	Travel**(Not-To-Exceed)				\$10,000.00 (Not-To-Exceed)
<b>Total Based on Maximum Amounts</b>				<b>\$192,599.74</b>	

**Option Period 1: March 1, 2013 - February 28, 2014**

<u>Contract Line Item Number (CLIN)</u>	<u>Course Title</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price*</u>	<u>Total Price</u>
<b>TRAINING COURSES</b>					
101	Effective Risk Communications and Public Outreach (2 days)	4	Course	\$3,375.60	\$13,502.40
102	Conducting Effective Public Meeting (2 days)	4	Course	\$3,375.60	\$13,502.40
103	Writing in Plain Language (2 days)	4	Course	\$3,375.60	\$13,502.40
104	Developing and Using Strategic Communication Plans (1.5 days)	3	Course	\$2,569.32	\$7,707.96
105	Communication During a Crisis (2 days)	3	Course	\$3,375.60	\$10,126.80
106	Media Training Workshops – 2 Trainers (2 days)	7	Course	\$6,030.77	\$42,215.39
107	Effective Communications for NRC Inspectors – Includes Assessments (2 days)	7	Course	\$3,873.51	\$27,114.58
108	Gathering Inspection Information through Interview (2 days)	7	Course	\$3,375.60	\$23,629.20
109	Conducting Presentations (2 days)	4	Course	\$3,375.60	\$13,502.40
110	Just-In-Time (JIT) Communication Training	2	Course	\$4,311.08	\$8,622.16
<b>ADMINISTRATIVE TASK</b>					
111	Exec. Prof. Dev. Specialist	69	Hours	\$127.84*	\$8,820.96
112	Prof. Dev. Specialist	27	Hours	\$78.46*	\$2,118.42
<b>OPTIONAL LINE ITEMS</b>					
113	Training Materials/Training	Each		\$33.59	\$200.00

	Workbooks			(Not-To-Exceed)
114	Assessments	Each	\$19.92	\$150.00 (Not-To-Exceed)
115	Major Course Revisions	Day	\$1,294.15	\$1,500.00 Not-To-Exceed)
<b>OTHER DIRECT COSTS</b>				
116	Travel**(Not-To-Exceed)			\$10,000.00 (Not-To-Exceed)
<b>Total Based on Maximum Amounts</b>			<b>\$196,215.07</b>	

**Option Period 2: March 1, 2014 – February 28, 2015**

<u>Contract Line Item Number (CLIN)</u>	<u>Course Title</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>TRAINING COURSES</b>					
201	Effective Risk Communications and Public Outreach (2 days)	4	Course	\$3,443.11	\$13,772.44
202	Conducting Effective Public Meeting (2 days)	4	Course	\$3,443.11	\$13,772.44
203	Writing in Plain Language (2 days)	4	Course	3,443.11	\$13,772.44
204	Developing and Using Strategic Communication Plans (1.5 days)	3	Course	2,620.71	\$7,862.13
205	Communication During a Crisis (2 days)	3	Course	3,443.11	\$10,329.33
206	Media Training Workshops – 2 Trainers (2 days)	7	Course	\$6,151.38	\$43,059.66
207	Effective Communications for NRC Inspectors – Includes Assessments (2 days)	7	Course	\$3,950.98	\$27,656.86
208	Gathering Inspection Information through Interview (2 days)	7	Course	\$3,443.11	\$24,101.77
209	Conducting Presentations (2 days)	4	Course	\$3,443.11	\$13,772.44
210	Just-In-Time (JIT) Communication Training	2	Course	\$4,397.30	\$8,794.60
<b>ADMINISTRATIVE TASK</b>					
211	Exec. Prof. Dev. Specialist	69	Hours	\$130.40*	\$8,997.60
212	Prof. Dev. Specialist	27	Hours	\$80.03*	\$2,168.10
<b>OPTIONAL LINE ITEMS</b>					
213	Training Materials/Training Workbooks	Each		\$34.26	\$200.00 (Not-To-Exceed)
214	Assessments	Each		\$20.31	\$150.00 (Not-To-Exceed)
215	Major Course Revisions	Day		\$1,320.04	\$1,500.00 Not-To-Exceed)
<b>OTHER DIRECT COSTS</b>					
216	Travel**(Not-To-Exceed)				\$10,000.00 (Not-To-Exceed)
<b>Total Based on Maximum Amounts</b>				<b>\$199,909.81</b>	

**Option Period 3: March 1, 2015 – February 29, 2016**

<u>Contract Line Item Number (CLIN)</u>	<u>Course Title</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>TRAINING COURSES</b>					
301	Effective Risk Communications and Public Outreach (2 days)	4	Course	\$3,511.97	\$14,047.88
302	Conducting Effective Public Meeting (2 days)	4	Course	\$3,511.97	\$14,047.88
303	Writing in Plain Language (2 days)	4	Course	3,511.97	\$14,047.88
304	Developing and Using Strategic Communication Plans (1.5 days)	3	Course	2,673.12	\$8,019.36
305	Communication During a Crisis (2 days)	3	Course	3,511.97	\$10,535.91
306	Media Training Workshops – 2 Trainers (2 days)	7	Course	\$6,274.41	\$43,920.87
307	Effective Communications for NRC Inspectors – Includes Assessments (2 days)	7	Course	\$4,030.00	\$28,210.00
308	Gathering Inspection Information through Interview (2 days)	7	Course	\$3,511.97	\$24,583.79
309	Conducting Presentations (2 days)	4	Course	\$3,511.97	\$14,047.88
310	Just-In-Time (JIT) Communication Training	2	Course	\$4,485.25	\$8,970.50
<b>ADMINISTRATIVE TASK</b>					
311	Exec. Prof. Dev. Specialist	69	Hours	\$133.01*	\$9,177.69
312	Prof. Dev. Specialist	27	Hours	\$81.63*	\$2,204.01
<b>OPTIONAL LINE ITEMS</b>					
313	Training Materials/Training Workbooks	Each		\$34.95	\$200.00 (Not-To-Exceed)
314	Assessments	Each		\$20.72	\$150.00 (Not-To-Exceed)
315	Major Course Revisions	Day		\$1,346.44	\$1,500.00 Not-To-Exceed)
<b>OTHER DIRECT COSTS</b>					
316	Travel**(Not-To-Exceed)				\$10,000.00 (Not-To-Exceed)
<b>Total Based on Maximum Amounts</b>				<b>\$203,663.65</b>	

**Option Period 4: March 1, 2016 – February 28, 2017**

<u>Contract Line Item Number (CLIN)</u>	<u>Course Title</u>	<u>Maximum Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>TRAINING COURSES</b>					
401	Effective Risk Communications and Public Outreach (2 days)	4	Course	\$3,582.21	\$14,328.84
402	Conducting Effective Public Meeting (2 days)	4	Course	\$3,582.21	\$14,328.84

403	Writing in Plain Language (2 days)	4	Course	\$3,582.21	\$14,328.84
404	Developing and Using Strategic Communication Plans (1.5 days)	3	Course	\$2,726.59	\$8,179.77
405	Communication During a Crisis (2 days)	3	Course	\$3,582.21	\$10,746.63
406	Media Training Workshops – 2 Trainers (2 days)	7	Course	\$6,399.90	\$44,799.30
407	Effective Communications for NRC Inspectors – Includes Assessments (2 days)	7	Course	\$4,110.60	\$28,774.20
408	Gathering Inspection Information through Interview (2 days)	7	Course	\$3,582.21	\$25,075.47
409	Conducting Presentations (2 days)	4	Course	\$3,582.21	\$14,328.84
410	Just-In-Time (JIT) Communication Training	2	Course	\$4,574.96	\$9,149.92
<b>ADMINISTRATIVE TASK</b>					
411	Exec. Prof. Dev. Specialist	69	Hours	\$135.67*	\$9,361.23
412	Prof. Dev. Specialist	27	Hours	\$83.26*	\$2,248.02
<b>OPTIONAL LINE ITEMS</b>					
413	Training Materials/Training Workbooks	Each		\$35.65	\$200.00 (Not-To-Exceed)
414	Assessments	Each		\$21.14	\$150.00 (Not-To-Exceed)
415	Major Course Revisions	Day		\$1,373.37	\$1,500.00 Not-To-Exceed)
<b>OTHER DIRECT COSTS</b>					
416	Travel**(Not-To-Exceed)				\$10,000.00 (Not-To-Exceed)
<b>Total Based on Maximum Amounts</b>				<b>\$207,499.90</b>	

**TOTAL FOR ALL YEARS: \$999,888.17**

**NOTE:**

\* Loaded Hourly Rates – The fixed hourly rate listed is "loaded" and shall only include the following: Salary cost or consulting fee of the individual providing the services; Payroll costs (fringe benefits, FICA, etc.); Indirect costs applicable to labor; and Profit or fee, if any;

\*\* Travel – The contractors travel must be pre-approved in writing in accordance with USNRC Government Travel Regulations.

## B.4 STATEMENT OF WORK

### Background

The NRC believes that transparency in its communications is importation for accomplishing the goal of ensuring openness in its regulatory process. The agency's strategies for ensuring openness include informing the public about the uses and risks associated with radioactive materials and about the safety performance of the licensees we regulate. These strategies also include engaging in effective two-way communications with the agency's stakeholders. The agency's current public outreach, media, risk communications, and oral presentation training provides the staff with the skills needed to enhance the agency's communications both within the agency and with the public, the media, and Congress. The NRC firmly believes that communication is one of the keys to keeping the public informed and supporting the strategic plan goal of openness in our regulatory process. Communications training is one tool for providing the staff with critical competencies needed to meet the agency's strategic goals. Consequently, the NRC expects that hiring new personnel, promoting and transferring existing personnel, and providing refresher training to maintain the staff's competencies will create an ongoing demand to delivery communications training to its staff. The NRC's external stakeholders are members of the public with a specific interest in a given topic and include: The Media, Congress, other Federal, state, and local government agencies, nongovernmental groups, residents living near nuclear facilities, elected officials, the regulated community, and individual citizens outside the agency. The interests and concerns of these groups vary widely. The NRC's internal stakeholders (for the purposes of this project) are grouped into three broad categories: technical, non-technical, and management. Characteristics of NRC's staff and management to consider include: their role and responsibilities within the NRC, the amount of experience with communications, their familiarity with statistics, and their technical area of expertise (engineer, health physicist, etc.). It is NRC's goal to obtain a contract to provide the training herein.

### Objectives

The object of this contract is to enable the training participants to:

1. Deliver strategic messages to a targeted audience that will achieve the desired results.
2. Be confident, enabling the presenter to prepare, develop, and deliver effective presentations/briefings.
3. Use the right words to convey the right message, including the use of plain language in all aspects of communication training.
4. Interact with reporters in the media environment to enhance the public's confidence in the NRC.
5. Handle an emotional audience.
6. Plan an NRC public meeting, including developing an agenda, talking points, and key messages.
7. Become familiar with crisis communication, including NRC's Crisis Communication Plan and use it effectively.
8. Provide complete, consistent, accurate, and candid information about NRC's actions.
9. Reduce uncertainty and dispel rumors.
10. Ensure appropriate actions are taken in a timely manner.
11. Minimize negative impacts.
12. Cooperate fully with authorities and maintain relationships.
13. Reassure the public.
14. Apply good communication skills while interacting with internal and external stakeholders.
15. Apply risk communication knowledge and skills to internal and external stakeholders.
16. Communicate effectively NRC's commitment to safety, security, and protection of the environment.
17. Identify barriers to effective risk communication and learn how to overcome them and create an effective risk communications plan.
18. Understand how to locate risk communication reference material to enhance further study and exchange information and opinions among individuals, groups, and institutions on health, safety or environmental issues.
19. Distinguish between the meaning of risk communication as opposed to risk analysis, such as probability risk analysis (PRA).
20. Provide effective, efficient, realistic, and timely risk communications with regard to the safe use of radioactive material.

21. Apply good communication skills as an interviewer to gather accurate, reliable information as an NRC Inspector or appropriate required position.
22. Apply effective communication skills as it applies to being an NRC inspector.
23. Provide brief, condensed communication training session/sessions as needed for immediate training on a specific topic or a blend of several communication topics (Just In Time training (JIT) training)

### Scope of work

The NRC Project Officer will provide the contractor with *information* regarding the certain NRC positions or titles for which varying types of communication training would be appropriate. Communication training is based on which courses are appropriate for which positions. NRC contemplates a combination of the training currently offered (with updates to the training, as appropriate, reviewed at least twice a year, to keep the training current) and potentially develop any new courses, as needed and requested, to cover any topics that may not be covered below:

- a. Effective Risk Communications and Public Outreach
- b. Conducting Effective Public Meetings
- c. Writing in Plain Language
- d. Developing and Using Strategic Communications Plans
- e. Communication During a Crisis
- f. Media Training Workshops
- g. Effective Communications for NRC Inspectors
- h. Gathering Inspection Information through Interviews for NRC Inspectors
- i. Conducting Presentations
- j. Just-In-Time (JIT) Coaching/Communication training

The contractor shall provide qualified instructors who shall teach the identified courses the estimated number of times indicated at the NRC's Washington Metropolitan Area Professional Development Center (PDC) or in any of NRC's four regional facilities. See attached Table 1 for course title, estimated number of courses and location.

The NRC shall make every effort to schedule an appropriate number of courses during the life of this contract. However, no less than 5 work days prior to the time the NRC has scheduled a course to begin, the NRC may cancel the course without obligation to the government. Provide one copy of each Participant Handbook or revised Participant Handbook to the NRC Project Officer in an electronic format as a PDF file. Ensure that the training materials are maintained in a current state by conducting a review of the material with the primary NRC subject matter expert at least twice a year.

### Course Presentation

The contractor's instruction shall present the training courses in the PDC to a class size of normally no fewer than 12 nor greater than 30 and in each of the NRC's four regions with an equal number of participants. For JIT training this number may vary greatly to just a few personnel to over 70, depending on the need of the JIT training. The exact number of times the courses will be offered in the PDC or any NRC region may vary from the estimated number contained herein, depending on the needs of the NRC. Upon contract award, the NRC will provide the contractor with a hard copy of the current Instructor Guides and the Participant Handbooks for Effective Risk Communications and Public Outreach, Conducting Effective Public Meetings, Writing in Plain Language, Developing and Using Strategic Communications Plans, Communication During a Crisis, Media Training Workshops, Fundamentals of Effective Writing, Effective Communications for NRC Inspectors, Gathering Inspection Information through Interviews, Conducting Presentations, Media Training Workshops.

### Course Session Administration

The instructors shall make their needs for audio-video, teaching equipment, additional rooms, and classroom setup known to the NRC Project Officer sufficiently in advance of the course scheduled so that such equipment shall be in

place and the classroom setup when the instructors arrive. The Instructors shall arrive in sufficient time to set up the room, distribute Participant Handbooks and ensure that all course materials and handouts required for the training are available and ready for distribution prior to the official starting time of the training session. Instructors shall arrive in time to verify and assist with any details for classroom setup and/or verify equipment is setup and operating correctly and become familiar with the teaching facility and layout of the classroom prior to class beginning. The instructors shall introduce and describe to the class the course objectives, agenda for the training, and relate the importance of the training to NRC's mission. The training room used shall be left in a neat and clean condition upon completion of the training. The instructors shall remove all teaching materials, including all used flip chart sheets and any extra handout materials, etc., that were used in the presentation of the training. The NRC may require that some of the training be conducted by multipoint video conferencing (VTC) so that participants located in the NRC regional offices may participate in the training that is held at the PDC. While the instructors will not need to be technically knowledgeable about NRC's equipment, the instructors shall have experience adjusting their presentation style to include those virtually participating on a large monitor in the classroom.

### **Course Development**

Should new development of any course under the contract become necessary, the Instruction System Design (ISO) methodology shall be used to design, develop, pilot, and revise any new materials. This will be accomplished on a task ordering basis in accordance with the task order procedures of the subject contract.

### **Delivery Orders**

The NRC Project Officer will place the delivery orders for the courses described above as the requirement arises. These requests will be completed in accordance with the delivery order procedures outlined in the impending contract.

### **Revised Course Materials**

Based on past experience in presenting most of these courses, over the life of the contract, the NRC will require changes to some of or all of the course materials to reflect the current thinking, current styles in communication, reflect changes in NRC procedures, and changes in NRC specific communication tools used for these training courses. For any new or revised/redesigned course materials, the contractor shall utilize the guidance that NRC will provide at the time, which is a document to be used for all NRC course designs. The contractors shall be responsible for ensuring that any modifications are reflected properly in the training materials. The contractor will be responsible for reviewing course evaluation feedback reports and making changes to the courses as discussed and agreed upon with the NRC Project Officer. Course or training material changes may be minor or major, as described below:

- **Minor changes.** The contractor may make minor changes to communications training courses in this program, at no additional cost to the government, to maintain accuracy and relevancy of the teaching materials and to reflect participant comments on the values of a topic taught, such as whether more emphasis should be placed on a particular topic or whether it has no relevancy or is redundant. Examples of minor changes are: an organizational change, a date change, and the deletion or addition of NRC-provided materials.
- **Major changes.** The contractor may be requested to make major modifications to the communications training courses. Examples of major changes are: if the course is completely revised and new material is added, the course is redesigned or restructured in a number of areas or if the course is reduced from two days to one. Major modifications shall be requested on a delivery order basis in accordance with the prices outlined in the Schedule of Items and Prices.

### **Personal Qualifications**

Background investigation leading to a NRC building clearance is required.

## Qualified Instructors

The contractor shall provide qualified instructors with a track record of a minimum of five years in providing excellent communications training to engineers and scientist in the federal government. Proposed key personnel shall also have the educational credentials (Masters or PhD) that clearly indicate that proposed key personnel will be able to meet NRC's requirement. A listing of degrees to justify this requirement is not sufficient. Proposed key personnel must link their experience and their educational backgrounds to the training that NRC has listed in the statement of work. It is extremely important that proposed key personnel, as a minimum, have skill, knowledge, and ability in the following areas:

- knowledge of the subject
- knowledge of public's perception of risk
- Government's perception of acceptable risk communication techniques
- excellent oral presentation techniques
- leading discussions
- facilitating groups
- stage presence
- understanding the importance of communications
- articulate -able to express thoughts clearly and concisely
- passionate about the topic of communications
- excellent teaching techniques
- familiarity or to develop familiarity with NRC communication tools and practices to use as guidance for the offered courses that will be taught

## Qualified Curriculum Developers/Designers

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

## Quality Assurance

The contractor shall assure that the instructors and training materials are of the highest quality. The contractor shall, at a minimum:

1. Be responsible for reading and understanding the training materials.
2. Follow the course design material and objectives.
3. Have qualified backup instructors to conduct the training in case the primary instructors are available to teach. (the contractor shall obtain the PM's approval before substituting a backup instructor for the primary instructor.)
4. Provide fully qualified, primary instructors to conduct the communications training to a class size of normally no fewer than 12 or greater than 30 participants. Such instructors shall:
  - a. Have full knowledge and an understanding of risk communications course as differentiated from risk analysis.
  - b. Maintain control of the learning time so that the presentation of information and exercises remain organized and timely (key points and training objective are stated and met.)
  - c. Manage distractions tactfully and consistently control questions that are of minimal interest to the class a whole and can be answered later or individually.
  - d. Provide 10 minute breaks (generally every 60 minutes) within the overall schedule.
  - e. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples or in some other way help correct problems, and improve class participants' opportunity to learn.

- f. Provide hard copies of Participant Handbooks to each participant scheduled to attend any communications training.

### Management of the **Communication Course Development Training**

**Program Team:** The program team shall consist of the contractor, instructors, NRC subject matter experts (SMEs) from various NRC offices, Point of Contact who will coordinate SME's input and be the focal point for all comments from SME's in NRC's offices, and the NRC Project Officer.

Then contractor shall be responsible for:

1. Managing and coordinating the delivery of all services and materials described in this SOW and perform the activities described in the SOW.
2. Providing a contractor project manager (PM) who shall be available Monday through Friday, except for holidays, during normal business hours (e.g. 8:30 a.m. to 5:00 p.m. local Eastern time), for implementing the tasks pertaining to the contract and responding to all NRC requests for training in a timely manner, answering questions about invoicing, scheduling, delivery of course materials, availability of instructors, and any other related contractual matters.
3. Ensuring completing and timely delivery of required contractual reports.
4. Ensuring that the communication training materials are maintained in a current state, based on request from the NRC.
5. Reviewing course evaluation feedback reports, provided by the NRC PO, and developing proposed changes to the courses as agreed upon with the NRC PO.
6. Scheduled additional training sessions above the estimated number listed in Table 1, in the PDC or any NRC region shall only be upon the request of the Contracting Officer (CO).
7. Scheduling meetings (an estimated five days for an estimated total of 40 hours during the base year and thereafter for Option Years One through Four before each training presentation to ensure currency of materials) with NRC's Primary SME, PO, or other NRC officials, as necessary, to discuss communications training materials such as: revisions and improvements to the instruction and materials, billing and material delivery matters, and other related contractual issues.
8. Performing or cancelling any work described in this SOW when the PO so requests either orally or via written instructions (including e-mail), telephone calls or through face to-face discussions.

### **NRC Review and Approval**

The Program Offices' subject matter experts will provide updates and recommendations for revisions to the NRC Project Officer yearly.

### **NRC Project Officer**

The Project Officer will review and approve the recommendations with regard to the communications courses and perform the NRC administrative functions necessary for a successful outcome of the project.

### **Subject Matter Experts**

Subject matter experts within NRC's offices will provide input to the Point of Contact and to the Project Manager on the issues concerning particular communication courses.

### **Instructional Design and Development**

The contractor shall use the ISO methodology in revising and or redesigning any of the training materials, unless otherwise directed by the NRC. The contractor may be required to conduct interviews with personnel in a number of

NRC's offices, analyze the NRC's training requirement, gather appropriate subject matter for the training, and provide recommendations to the NRC's Point of Contact and Project Officer on further developing or changing some of the training course materials. For estimation purposes ten interviews are anticipated.

**Instructors and Backup Instructors.** The contractor shall provide classroom instructors and backup instructors who will study the NRC training materials and conduct the training. The instructors shall be experienced trainers, knowledgeable in the major areas of communications, and be able to learn about NRC's commitment to communicating risk both internally and externally in a similar federal government environment, such as: NASA, NIH, EPA, FAA, DOE, or other federal government agencies and to similar audiences.

#### **Tasks and Methods (Services to be Performed)**

Instructors or contractor, as applicable, shall:

1. Study the training materials, the Instructor Guides, the Participant Handbook, and reference materials and be able to conduct the training according to the design outlined in the Instructor Guides.
2. Discuss the training materials with the NRC's PO and the NRC Point of Contract to verify and assure that participants taking the training will have a clear understanding and to improve participants' performance for all types of communications conducted for the NRC.
3. Review the training materials to ensure currency and familiarity of the subject matter.
4. Complete, within ten days after completion of any communications training session, a written recommendation for the NRC PO, for any suggested changes to the training materials that will clarify topics or otherwise improve the materials. (Of course, if there are no changes recommended, there is no need for anything to be submitted.)

#### **Training Presentation Locations, Cancellations, Length, and Time**

##### **Training Presentation Location.**

Courses shall be offered in the POC and in all of the four regions, as shown in Table 1.

##### **Cancellations.**

The NRC will endeavor to cancel any scheduled training not later than five workdays prior to the beginning of the scheduled training date. The NRC may reschedule the session for a mutually agreeable date without additional cost to the NRC. For any reason beyond the control of NRC, the NRC fails to give either a written (including e-mail) or oral notice to the contractor within the five-day period, the NRC shall not be charged a cancellation fee. Should the NRC have to close down due to an emergency situation, and it is not within the five day workday limit, the contractor shall reschedule the course on a mutually agreeable date without additional cost to the NRC.

##### **Course Length and Starting and Ending Times.**

Course sessions shall normally begin at 8:30 a.m. and end at 4:00 p.m., (with an hour for lunch) unless otherwise stated at the time of scheduling, except for half-day sessions which shall normally begin at 8:30 a.m. and end at 12:30 p.m., unless otherwise stated at the time of scheduling. There shall be a 10-minute break every 60 minutes for all courses taught.

##### **Scheduling.**

Each calendar quarter, the contractor PM shall consult with the NRC Project Officer to develop and provide to the NRC PO an updated two-year rolling schedule of those courses identified by the NRC Project Officer as being

regularly scheduled courses. The list of regularly scheduled courses shall include such courses as mentioned in the SOW.

## **Travel**

Travel costs to NRC facilities, either in the POC or any of its regions, such as mileage and parking or metro fares within the local contractor's area will not be allowed nor will parking privileges be provided to contractor personnel. Travel will be made to NRC's four regions to provide NRC employees with the training outlined in this SOW. Each region will have varying rates, depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed per diem for each area. For authorized travel, the prevailing Government rates shall apply. The traveler shall maintain and submit documentation for lodging and transportation costs as part of the invoice. If an instructor is away from his/her place of residence and requests flight arrangement be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

## **Contractor Deliverables and Delivery Locations:**

**Reports.** The following reports shall be provided as noted below:

1. Monthly training schedule showing all sessions scheduled (this includes the Just-In Time Coaching/Communication training sessions).
2. Monthly report summarizing tasks performed and training conducted during the previous month (including program management activities, instruction of courses, a summary of data from course evaluations, comments/feedback from instructors, recommendations for improvement, and any other pertinent data, or issues that need to be addressed). The monthly report should also include a status and summary of work or updates being performed on current courses or new work that was approved to be performed outside the monthly training schedule of courses.
3. Quarterly schedule of those courses identified by the NRC PO as being regularly scheduled.
4. Annual report summarizing the number of courses provided and the number of individuals trained per course and the number of trained for the year and associated costs by FY for each course provided by the contractor.
5. Final report upon completion of the contract. The contractor shall comment on the value to NRC and to the participants of the communication training, as reflected in participants' overall evaluation comments of each training course attended, as well as from the perspective of the instructor.
6. Instruction and materials for each participant enrolled in a scheduled class. The contractor shall provide instruction through experienced, highly credentialed and qualified instructors, as indicated in the SOW and also sufficient participant materials for each NRC employee confirmed to attend a class session.

## **Training Materials Delivery**

The contractor shall deliver to the NRC PO, as applicable, one hard copy and one electronic copy of the most current training materials for scheduled classes, a minimum of ten workdays prior to a scheduled date of presenting the training.

## **Government-furnished Facilities, Supplies, and Equipment**

The Government will provide:

- Copies of training materials for each participant
- Reports of course evaluation feedback for courses
- Training facilities for conducting the training in the POC and its four regions
- Easels and flip charts
- Name tent cards
- VCRNTC/LCON video camera equipment
- Video camera operator
- Overhead projector

- Blank VCRIOVO tapes for courses requiring videotaping of participants
- Writing pens and paper
- Highlighter marking pens
- Dry eraser white board markers
- Pins for attaching flip chart work sheets to special wall boards in classrooms
- Materials for courses we have currently that may need to be redesigned
- Microphone for classroom

## TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

### ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### C.1 52.216-18 ORDERING (OCT 1995)

(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 date of award through **February 28, 2017**.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,518.94**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$999,888.17**;

(2) Any order for a combination of items in excess of **\$999,888.17**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

**C. 4 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 six (6) months after the end of the contract.

**C.5 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 sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) 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 five (5) years.

**C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (AUG 2010)	AUG 2010

52.245-2	GOVERNMENT PROPERTY INSTALLATION	AUG 2010
	OPERATION SERVICES	
52.245-9	USE AND CHARGES	AUG 2010

(End of Addendum to 52.212-4)

## C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (8) [Reserved]

☐ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[X] (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[ ] (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ] (ii) Alternate I (DEC 2007) of 52.223-16.

[ ] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[ ] (ii) Alternate I (Jan 2004) of 52.225-3.

[ ] (iii) Alternate II (Jan 2004) of 52.225-3.

[ ] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[ ] (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[ ] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[ ] (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

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

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

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**C.8 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, upon completion or termination of this contract, 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. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. 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, safeguards information, 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, 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.** The term Restricted Data, as used in this clause, 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 pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) **Definition of Safeguards Information.** Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) **Security Clearance.** 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.

(j) **Criminal Liabilities.** It is understood that 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.)

(k) **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.

(l) In performing the 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 hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

## **C.9 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of

employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

#### **C.10 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)**

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

#### **C.11 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Brian Doan  
Address: US Nuclear Regulatory Commission  
Mailstop: GW4 A18  
Washington, DC 20555-0001

Telephone Number: 301-492-2293

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## **C.12 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT – ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed **\$10,000.00 per year** without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

## **C.13 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

## **C.14 BRANDING (AUG 2011)**

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:  
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

### C.15 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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.16 ELECTRONIC PAYMENT (AUG 2011)

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- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

### C. 17 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

### C.18 PACKAGING AND MARKING (AUG 2011)

(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:

### **C.19 PERIOD OF PERFORMANCE (AUG 2011)**

This contract shall commence on March 1, 2012 and will expire on February 28, 2017 if all options are exercised.

### **C.20 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

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.21 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

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 employee, subcontractor employee, 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 pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 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 years; (e) delinquency on any federal debts or bankruptcy in the last seven 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 copies of the pre-screening signed record or review shall be supplied to FSB/DFS 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 ten business days of notification by FSB/DFS 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 security clearance 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 FSB/DFS. 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 FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

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 Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, 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 two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS 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 Form 85P 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 FSB/DFS 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 PO 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 PO will immediately notify FSB/DFS (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 Project Officer for return to FSB/DFS within three days after their termination.

## **C.22 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

### **C.23 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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.24 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1. Attachment 1 – Work Order Form
2. Attachment 2 – Billing Instructions for Fixed Price Contracts
3. Attachment 3 - Billing Instructions for Labor Hour/Time and Materials Type Contracts
4. Attachment 4 – NRC Form 187

WORK ORDER FORM

CONTRACT NO:  
CONTRACTOR:

ORDER NO:  
DATE ORDER PLACED:  
DELIVERY DUE NO LATER THAN:

NRC PROJECT OFFICER:

TELEPHONE NO:

Services Required:

Time, Place and Duration of Services:

Special Packaging or Shipping Requirements (if any):

\_\_\_\_\_  
Project Officer

requested

\_\_\_\_\_  
Contractor

I hereby accept the services

TOTAL ESTIMATED AMOUNT OF WORK ORDER: \_\_\_\_\_

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (JULY 2011)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

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

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments.NBCDenver@NBC.gov](mailto:NRCPayments.NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

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

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

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**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Claims shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments.NBCDenver@NBC.gov](mailto:NRCPayments.NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

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

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs after Expiration of Contract:** If costs are incurred during the contract period and 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".

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

**Supersession:** These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

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

**1. Official Agency Billing Office**

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

**2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

h. Labor Hours Expended. 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.

i. Property. 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.

j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (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:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(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 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:

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

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

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

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

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. Grand Totals.

**3. Sample Invoice/Voucher Information**

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

<u>Costs</u>	<u>Amount Billed</u>		(a)	<u>Direct</u>
	<u>Current Period</u>	<u>Cumulative</u>		
(1) Direct burdened labor	\$ _____	\$ _____		
(2) Government property (\$50,000 or more)	\$ _____	\$ _____		
(3) Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____		
(4) Materials Handling Fee	\$ _____	\$ _____		
(5) Consultants Fee	\$ _____	\$ _____		
(6) Travel	\$ _____	\$ _____		
(7) Subcontracts	\$ _____	\$ _____		
Total Direct Costs:	\$ _____	\$ _____		
(b) Total Amount Billed	\$ _____	\$ _____		
(c) Adjustments (+/-)	\$ _____	\$ _____		
(d) Grand Total	\$ _____	\$ _____		

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

**SAMPLE SUPPORTING INFORMATION**

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

**Cost Elements:**1) Direct Burdened Labor - \$4,800

<u>Hours</u> <u>Category</u>	<u>Burdened</u> <u>Billed</u>	<u>Rate</u>	<u>Cumulative</u>		<u>Hours Billed</u>
			<u>Total</u>		
Senior Engineer I	100	\$28.00	\$2,800		975
Engineer	50	\$20.00	\$1,000		465
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) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

Labor

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

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) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

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

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A	=	\$10,000
Company B	=	<u>\$20,000</u>
		\$30,000

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


Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

**4. Definitions**

Material handling costs. 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.

<p>REPORT FORM 887 OF 887R REVISED 12</p> <p style="text-align: center;"><b>U.S. NUCLEAR REGULATORY COMMISSION</b></p> <p style="text-align: center;"><b>CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</b></p>		<p><b>CONFIDENTIALITY</b> This document contains information of the NRC Security Program. It is to be controlled and its content is to be controlled and controlled.</p> <p><b>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</b></p>																																																							
<p>1. CONTRACTOR NAME AND ADDRESS</p> <p style="text-align: center;">2. CONTRACT NUMBER, DATE COMPLETED OR DATE OF CANCELLATION, AND PROJECT OR PROGRAM IDENTIFICATION (If N/A, leave blank)</p> <p style="text-align: center;">3. PROJECT START DATE      4. PROJECT END COMPLETION DATE</p> <p style="text-align: center;">10/03/2011      09/30/2016</p>		<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (ELECTRONIC) (Specify date and time)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>																																																							
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<p>6. PERFORMANCE WILL REQUIRE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</th> <th style="width: 10%;">NOT APPLICABLE</th> <th colspan="2" style="width: 20%;">NATIONAL SECURITY</th> <th colspan="2" style="width: 25%;">RESTRICTED DATA</th> </tr> <tr> <th>YES (If YES, answer 1-6 below) <input checked="" type="checkbox"/> NO (If NO, proceed to 6.C.1)</th> <th></th> <th>SECRET</th> <th>CONFIDENTIAL</th> <th>SECRET</th> <th>CONFIDENTIAL</th> </tr> </thead> <tbody> <tr> <td>1. ACCESS TO FOREIGN INTELIGENCE INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER, (See 6.C.1)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>3. DECLASSIFICATION OF CLASSIFIED MATTER</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED CODED INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROVIDED BY ANOTHER AGENCY</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7. OTHER (Specify)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>				A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA		YES (If YES, answer 1-6 below) <input checked="" type="checkbox"/> NO (If NO, proceed to 6.C.1)		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	1. ACCESS TO FOREIGN INTELIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER, (See 6.C.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. DECLASSIFICATION OF CLASSIFIED MATTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED CODED INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROVIDED BY ANOTHER AGENCY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROVIDED BY ANOTHER AGENCY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																				
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																				
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																				
<p>6. IS AGENCY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 50%; vertical-align: top;"> <p>A. <input type="checkbox"/> UNCLASSIFIED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS</p> <p>B. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDING INFORMATION</p> <p>C. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA</p> <p>D. <input checked="" type="checkbox"/> UNCLASSIFIED ACCESS TO NRC HEADQUARTERS BUILDING</p> </td> <td style="width: 50%; vertical-align: top;"> <p>E. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC</p> <p>F. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES</p> <p>G. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS</p> <p>H. <input type="checkbox"/> REQUIRED TO USE OR ACCESS TO NUCLEAR WEAPONS</p> </td> </tr> </tbody> </table>				<p>A. <input type="checkbox"/> UNCLASSIFIED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS</p> <p>B. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDING INFORMATION</p> <p>C. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA</p> <p>D. <input checked="" type="checkbox"/> UNCLASSIFIED ACCESS TO NRC HEADQUARTERS BUILDING</p>	<p>E. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC</p> <p>F. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES</p> <p>G. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS</p> <p>H. <input type="checkbox"/> REQUIRED TO USE OR ACCESS TO NUCLEAR WEAPONS</p>																																																				
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<p>7. FOR UNCLASSIFIED AND UNCLASSIFIED BY PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNCLASSIFIED ACCESS, REFER TO NRC 10.</p> <p style="text-align: center;"><b>NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</b></p>																																																									

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
Brian Doan/ Senior Training Program Specialist		7-20-2011

#### 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

#### 8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

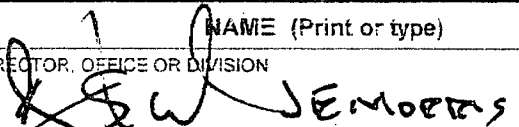
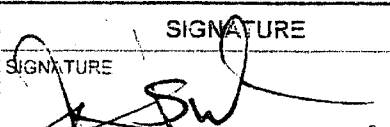
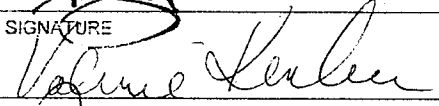

☐ AUTHORIZED CLASSIFIER (Name and Title) ☒ DIVISION OF FACILITIES AND SECURITY

#### 9. REQUIRED DISTRIBUTION OF NRC FORM 167 Check appropriate box(es)

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)  
☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

#### 10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION 		12/19/11
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Mary Jane Ross-Lee, Division Director		1/4/12
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)		2/17/12

REMARKS