

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.  
HR-12-205  
120963

PAGE 1 OF 62

2. CONTRACT NO.  
NRC-HQ-12-C-38-0079

3. AWARD/EFFECTIVE DATE  
07-03-2012

4. ORDER NO.

5. SOLICITATION NUMBER  
NRC-HQ-12-R-38-0058

6. SOLICITATION/ISSUE DATE  
04-18-2012

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME 06-22-2012 12:00pm EST

9. ISSUED BY  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Rob Robinson, 301-492-3693  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS  
☐ SMALL BUSINESS  
☐ HUBZONE SMALL BUSINESS  
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
☒ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:  
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541990  
☐ EDWOSB  
☒ 8(A)  
SIZE STANDARD: \$14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
☐

13b. RATING  
N/A

14. METHOD OF SOLICITATION  
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO  
U.S. Nuclear Regulatory Commission  
Washington DC 20555

CODE

16. ADMINISTERED BY  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR CODE  
BATTLE RESOURCE MANAGEMENT, INC.  
BRMI  
5525 ADAMS RIDGE RD  
CLARKSVILLE MD 210291171  
TELEPHONE NO.

FACILITY CODE

18a. 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

CODE 3100

PHONE: FAX:

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
☐ SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The purpose of this contract is to provide training and development support services for the NRC. As such the contractor must provide all resources (personnel and materials) as necessary to furnish the services identified in the Statement of Work (SOW) entitled "HRTD Training and Support Services," which can be found in Section B of the Contract.</p> <p>NTE Amount: \$950,000.00</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  
B&R#: 2012-84-51-R-192; Job Code: T8491; BOC: 251A  
Appro.#: 31X0200; Amount Obligated: \$25,000.00  
NAICS Code: 541990; DUNS#: 15-128-8037; SBA#: 0373-12-202241

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
NTE \$950,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ 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 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
*Michael Rattle*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*Erika Eam*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
Michael Rattle

30c. DATE SIGNED  
7/3/12

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
Erika Eam  
Contracting Officer

31c. DATE SIGNED  
7/3/12

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**JUL 19 2012**

**ADM002**

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**SECTION B - CONTINUATION BLOCK****B.1 GENERAL**

(a) The contractor shall provide the Nuclear Regulatory Commission's (NRC) Office of Human Resources Training and Development (HRTD) Branch with "Training Support Services," as described in the Statement of Work found in Section B.4 below;

(b) The contract term includes: a base period, which will begin on the date of award and expire on September 30, 2012; four 12-month option periods beginning on October 1st of each year; and a fifth option period that will begin October 1, 2016 and expire on the date in 2017 that is five years from the original date of award, thus totaling five (5) years in length 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 NRC will order a minimum amount of \$25,000.00 under this contract. The specific CLINs and quantities will be identified in the task order(s) issued under this contract. During the life of this contract, the NRC may order items in any quantity up to the maximum amount specified in paragraph (b) below. If the minimum amount has not been ordered then the NRC will exercise the option for the next year.

(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 this contract shall NOT EXCEED \$950,000.00 for the entire term of the contract, including all options which may be exercised.

**B.3 PRICE/COST SCHEDULE**

All Unit Prices are Fixed Unit prices or Fixed Hourly Rates that include all costs including, but not limited to, labor and fringe benefits. Number of hours to be determined with issuance of individual Task Orders. All pricing is in accordance with the contractor's GSA Schedule contracts: Contract Nos. GS-10F-0143T and GS-35-0490W.

**BASE PERIOD: Date of award – September 30, 2012**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
0001	Program Manager/Oversight	Program Manager	Hourly	
0002	Project Manager/Task Order(s)	Project Manager	Hourly	
0003	Instructional Designer - Mid	Functional/Technical Analyst	Hourly	
0004	Instructional Designer – Senior	Business Analyst	Hourly	
0005	Courseware Developer – Mid	Systems Analyst	Hourly	
0006	Courseware Developer – Senior	Technical Writer	Hourly	
0007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
0008	Business Consultant – Junior	Systems Analyst	Hourly	
0009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
0010	Subject Matter Expert	Senior SME	Hourly	
0011	Travel***		NTE:	

**OPTION PERIOD 1: October 1, 2012 – September 30, 2013**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
1001	Program Manager/Oversight	Program Manager	Hourly	
1002	Project Manager/Task Order(s)	Project Manager	Hourly	
1003	Instructional Designer – Mid	Functional/Technical Analyst	Hourly	
1004	Instructional Designer – Senior	Business Analyst	Hourly	
1005	Courseware Developer – Mid	Systems Analyst	Hourly	
1006	Courseware Developer – Senior	Technical Writer	Hourly	
1007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
1008	Business Consultant – Junior	Systems Analyst	Hourly	
1009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
1010	Subject Matter Expert	Senior SME	Hourly	
1011	Travel***		NTE	

**OPTION PERIOD 2: October 1, 2013 – September 30, 2014**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
2001	Program Manager/Oversight	Program Manager	Hourly	
2002	Project Manager/Task Order(s)	Project Manager	Hourly	
2003	Instructional Designer – Mid	Functional/Technical Analyst	Hourly	
2004	Instructional Designer – Senior	Business Analyst	Hourly	
2005	Courseware Developer – Mid	Systems Analyst	Hourly	
2006	Courseware Developer – Senior	Technical Writer	Hourly	
2007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
2008	Business Consultant – Junior	Systems Analyst	Hourly	
2009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
2010	Subject Matter Expert	Senior SME	Hourly	
2011	Travel**		NTE	

**OPTION PERIOD 3: October 1, 2014 – September 30, 2015**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
3001	Program Manager/Oversight	Program Manager	Hourly	
3002	Project Manager/Task Order(s)	Project Manager	Hourly	
3003	Instructional Designer – Mid	Functional/Technical Analyst	Hourly	
3004	Instructional Designer – Senior	Business Analyst	Hourly	
3005	Courseware Developer – Mid	Systems Analyst	Hourly	
3006	Courseware Developer – Senior	Technical Writer	Hourly	
3007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
3008	Business Consultant – Junior	Systems Analyst	Hourly	
3009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
3010	Subject Matter Expert	Senior SME	Hourly	
3011	Travel***		NTE	

**OPTION PERIOD 4: October 1, 2015 – September 30, 2016**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
4001	Program Manager/Oversight	Program Manager	Hourly	
4002	Project Manager/Task Order(s)	Project Manager	Hourly	
4003	Instructional Designer – Mid	Functional/Technical Analyst	Hourly	
4004	Instructional Designer – Senior	Business Analyst	Hourly	
4005	Courseware Developer – Mid	Systems Analyst	Hourly	
4006	Courseware Developer – Senior	Technical Writer	Hourly	
4007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
4008	Business Consultant – Junior	Systems Analyst	Hourly	
4009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
4010	Subject Matter Expert	Senior SME	Hourly	
4011	Travel***		NTE	

**OPTION PERIOD 5: October 1, 2016 – TBD (Five Years From Original Date of Award)**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES*	GSA Labor Category	UNIT	UNIT PRICE**
5001	Program Manager/Oversight	Program Manager	Hourly	
5002	Project Manager/Task Order(s)	Project Manager	Hourly	
5003	Instructional Designer – Mid	Functional/Technical Analyst	Hourly	
5004	Instructional Designer – Senior	Business Analyst	Hourly	
5005	Courseware Developer – Mid	Systems Analyst	Hourly	
5006	Courseware Developer – Senior	Technical Writer	Hourly	
5007	Courseware Developer – Principal	Subject Matter Consultant	Hourly	
5008	Business Consultant – Junior	Systems Analyst	Hourly	
5009	Business Consultant – Mid	Functional/Technical Analyst	Hourly	
5010	Subject Matter Expert	Senior SME	Hourly	
5011	Travel***		NTE	

\* A description of personnel qualifications for Labor Categories is provided in Section D.3.

\*\* Loaded Hourly Rates – The fixed hourly rate listed is "loaded" and shall 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 must be pre-approved in writing in accordance with USNRC Government Travel Regulations.

**B.4 STATEMENT OF WORK**

**HRTD Training Support Services  
Statement of Work**

**I. Background**

The Nuclear Regulatory Commission (NRC) licenses and regulates the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment.

NRC's Human Resources Training & Development (HRTD) is responsible for efficiently and effectively training NRC employees. As such, HRTD interacts with all NRC offices and regions. HRTD is frequently requested to provide training support services including instructional design and courseware development services for NRC offices and regions.

## II. Purpose

NRC HRTD intends to establish a task-order based contracting vehicle that enables quick access to an expert training development and support service provider that will allow HRTD to meet the training and development needs of internal NRC customers in an expeditious and cost effective manner.

## III. Objective

This contract will enable NRC to quickly and effectively meet training development goals and objectives by providing support services that are aligned with industry standards and best-practices. More specifically, once an internal NRC customer has identified a potential online training need, the NRC will be able to issue a task order for training development and training support services. Under this contract, the contractor shall be expected to be able work cooperatively with NRC subject matter experts to conduct training needs analysis related to the particular task orders and then propose a best path forward in order to meet the identified training needs. After NRC concurrence with proposed solution, the contractor must execute quality instructional/curriculum design in a timely manner.

Specific training and development support requirements, described include:

- Task 1:** Online Instructional & Curriculum Design
- Task 2:** Online Courseware Development
- Task 3:** Online Training Support Services:
  - Training Needs Analysis/Documentation Services
  - Training Administration
  - Competency Needs Development

## IV. Task 1: Online Instructional and Curriculum Design

The contractor must provide online instructional and curriculum design services as described in the following requirements, standards, and deliverables:

### a. Requirement

- i. Provide the following services in support of instructional and curriculum design task orders:
  - 1. Conduct Needs Assessments
  - 2. Define Learning Objectives
  - 3. Determine instructional strategies
  - 4. Develop Instructional/Curriculum Design Documents

### b. Standard

- i. Use the Analysis, Design, Development, Implementation, Evaluation (ADDIE) instructional design model or similar instructional design standard to conduct Instructional and curriculum design tasks.

### c. Deliverables

- i. Create the following deliverables in support of instructional and curriculum design task orders:
  - 1. Needs Assessments
  - 2. Instructional Design Documents
  - 3. Storyboards
  - 4. Electronic copies of courseware source file and SCORM or AICC files.

**V. Task 2: Courseware Development**

The contractor must provide courseware development services as described in the following requirements, standards, and deliverables:

**a. Requirement**

- i. Provide the following services in support of courseware development task orders:
  - 1. Prototyping
  - 2. Media production
  - 3. Course Authoring
  - 4. Evaluation and Testing

**b. Standard**

- i. Use the Analysis, Design, Development, Implementation, Evaluation (ADDIE) instructional design model or similar instructional design standard to conduct Instructional and curriculum design tasks.
- ii. All courseware developed in support of this contract must adhere to the following standards:
  - 1. Courseware must be SCORM or AICC conformant
  - 2. Courseware must meet Section 508 accessibility standards
  - 3. Courseware must adhere to NRC Courseware standards (all courseware content)
  - 4. Courseware must be fully compatible with the NRC iLearn environment (See Section D.3 – “iLearn Data Quality Assurance Program”)

**c. Deliverables**

- i. Provide the following deliverables in support of courseware development task orders:
  - 1. Courseware prototypes
  - 2. Media files
  - 3. Courseware Packages (source code and SCORM and AICC files)
  - 4. Test Plans, Test Scripts, and Test Results

**VI. Task 3: Training Support**

The contractor must provide training support services as described in the following requirements, standards, and deliverables:

**a. Requirement**

- i. Provide the following services as needed in support of HRTD initiatives:
  - 1. Project Management Services
  - 2. Training Needs Analysis/Documentation Services
  - 3. Training Program Administration
  - 4. Competency Development

**b. Standard**

- i. Specific standards required for training support services will be defined in the individual task order.

**c. Deliverables**

- i. Specific deliverables required for training support services will be defined in the individual task order.



## VII. Personnel Qualifications

The contractor must identify and provide at least two (2) personnel that meet the minimum qualifications in one or more of the following areas of expertise – Program Management, Instructional Design, and Courseware Development. The qualifications for each area of expertise are defined below:

### Program or Project Manager

- 10 or more years of experience in managing programs similar in course and scope to the work to be performed in this contract, as described in the Statement of Work; **and**,
- 7 or more years of experience providing Training Support Services to include:
  - Training Needs Analysis/Documentation Services
  - Training Program Administration
  - Competency Development

### Instructional Designer

- 5 or more years of experience in Curriculum Design Services, to include:
  - Conducting Training Needs Assessments;
  - Defining Learning Objectives;
  - Determining Instructional Strategies;
  - Developing Instructional/Curriculum Design Documents; **and**,
- 5 or more years of experience using the Analysis, Design, Development, Implementation, Evaluation (ADDIE) instructional design model or similar instructional design standard.

### Courseware Designer

- 5 or more years experience in Courseware Design Services to include:
  - Prototyping;
  - Media Production;
  - Course Authoring;
  - Evaluation and Testing;
- 5 or more years of experience using the Analysis, Design, Development, Implementation, Evaluation (ADDIE) instructional design model or similar instructional design standard; **and**,
- 2 or more years of experience working with the following courseware standards:
  - SCORM and AICC conformance
  - Compliance with Section 508 accessibility standards

## VIII. Management and Quality of Performance

The contractor shall submit a Management Plan that defines how the contractor will ensure the quality of their work.

## IX. Program Management

The contractor shall be responsible for managing and coordinating the delivery of all services described in this SOW and the subsequent Task Orders. This shall include answering questions about invoicing, scheduling, delivery of materials, availability of modelers, and other related contractual matters as well as responding to all inquiries from the designated NRC officials (i.e. Program Officer/Contracting Officer Representative, Contracting Officer, Contract Specialist) within 24 hours Monday – Friday, or the next business day.

**X. Travel**

Local travel and travel to the NRC Technical Training Center (TTC) in Chattanooga, TN, or the Regions may be required. Travel is not expected to be a significant need for this requirement and is **not-to-exceed \$7,500 annually**.

**XI. Period of Performance**

The base period of performance for this contract shall extend from the effective date of the contract to the end of the fiscal year, September 30, 2012. There will be an additional four (4) one-year options periods to be exercised at the NRC's sole discretion. The fifth option period, if exercised, will extend from October 1, 2016 through the date in 2017 that is 5 years from the initial date of contract award, for a potential 5 year contract if all option periods are exercised.

**XII. Government-furnished Facilities, Supplies, and Equipment**

The NRC will provide the following upon request of the contractor for use during the provision of contract services.

1. Appropriate facilities for requirements analysis and needs determination sessions and other related activities at NRC headquarters.
2. Easels and flip charts.
3. Name and tent cards.
4. DVD Player; VCR (if needed); VTC/LCD video camera equipment;
5. TV monitors and microphones
6. Blank DVDs; CDs or tapes
7. Overhead projector
8. Writing pens and paper.
9. Highlighters
10. Dry erase markers; Painter's tape for attaching participants' flip chart worksheets to special wall boards

***Reproduction services for all hard copy documents to be produced will be provided by the NRC.***

**SECTION C - CONTRACT CLAUSES****C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer– Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.*
- (i) *Payment.-*
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

## **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.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must



within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **C.3 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 the date of award through the final date of the period of performance.

(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.4 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 \$25,000.00, 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 \$300,000.00;

(2) Any order for a combination of items in excess of \$300,000.00; or

(3) A series of orders from the same ordering office within 1 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 5 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.5 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 12 months after the contract expires.

### **C.6 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 60 days.

### **C.7 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **C.8 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)**

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

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

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

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

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

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

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

#### **C.9 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **C.10 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

#### **C.11 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume

of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 541990 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

**C.12 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

### **C.13 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.



**C.14 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS  
(FEB 2007) ALTERNATE I (FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the

Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the

"completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(j) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

#### **C.15 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	JAN 2011
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-18	RIGHTS IN DATA--EXISTING WORKS	DEC 2007
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012

#### **C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 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:

[X] (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 (FEB 2012) (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).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

[ ] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☒ (iii) Alternate II (NOV 2011).
- ☐ (13)(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.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(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.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (34) 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.)

☒ (35)(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.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(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.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (MAR 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 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).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 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)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(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

N/A

☐ (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 (DEC 2010) (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 \$650,000 (\$1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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.17 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 (X) 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.18 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

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

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

#### **C.19 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

**Jim Rich – Instructional Designer**

**Chris Burns – Courseware Designer**

**Chris Burns – Project Manager (Technical Delivery)**

**Barbara Sullivan – Program Manager (Overall Contract Administration)**

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the

contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

## **C.20 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: Emaad Burki, OCHCO/HRTD

Address: One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738  
Mailstop - GW-4A18  
[Emaad.burki@nrc.gov](mailto:Emaad.burki@nrc.gov)

Telephone Number: 301-492-2294

(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.21 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$7,500.00 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 those travel costs incurred that are directly related to this contract and which 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, shall 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.22 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;



- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

### **C.23 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.24 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared at the end of each option year (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been

finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

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

## **C.25 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.26 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.

**C.27 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.28 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.29 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.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 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).

**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>
-----------------------	---------------------	-----------------------------	--------------	--------------------------------

- (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

Labor

<u>Category</u>	<u>Hours</u>	<u>Burdened Billed</u>	<u>Rate</u>	<u>Cumulative Total</u>	<u>Hours Billed</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

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

4) Materials Handling Fee - \$40

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

5) Consultants' Fee - \$100

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

6) 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 = \$20,000  
\$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.

## **D.2 HUMAN RESOURCES TRAINING AND DEVELOPMENT OPERATING PROCEDURE – “iLEARN DATA QUALITY ASSURANCE PROGRAM”**

### **A. Purpose**

This Operating Procedure (OP) provides the process and standards for iLearn Data Quality Assurance Program.

### **B. Discussion**

NRC's Human Resources Training and Development (HRTD) organization is responsible for the iLearn Learning Management System (LMS). iLearn is the agency's official system for training records, training delivery, and training management. iLearn provides the ability to launch online training anytime and anywhere as long as the learner has Internet access. The system allows NRC employees and contractors to access their personal training plan, learning history, and course catalogs online. Learners are able to view training progress and request training electronically.

Ensuring data accuracy in iLearn is a key function of LMS administrators. This OP provides the HRTD process and standards for ensuring data accuracy in iLearn.

### **C. Definitions**

**SCORM: Sharable Content Object Reference Model (SCORM)** is a collection of standards and specifications for Web-based e-learning. It defines communications between client side content and a host system called the run-time environment, which is commonly supported by a learning management system. SCORM also defines how content may be packaged into a transferable ZIP file which it calls its "Package Interchange Format".

**Section 508:** In 1998 the US Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. **Section 508** was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others.

**Instructional Systems Design (ISD):** The systematic process of creating or adapting instruction, including at least these steps: defining the problem or knowledge gap that the instruction is meant to address, defining the audience that the instruction is meant to serve, developing objectives and assessment strategies, selecting and sequencing content and learning activities, evaluating the instruction, and revision.

### **D. Responsibilities**

1. Associate Director, Human Resources Training Development
  - Develops, maintains, improves, and implements agency professional training.
  - Develops, manages, and evaluates formal training and development programs that support human capital goals.
2. Deputy Associate Director, Human Resources Training Development
  - Monitors and enforces data quality issues and overall data quality assurance program.
3. Chief, Professional Development and Policy Branch

- Provides resources and guidance for operating and maintaining the iLearn Learning Management System.
4. Senior Project Manager, iLearn
- Oversees day-to-day iLearn LMS operations and maintenance.
  - Enforces the standards set in operating procedures related to iLearn.
  - Develops processes and procedures for efficiently operating iLearn including approaches for continual improvement.

#### E. Procedures

The four major phases in iLearn data quality assurance program are:

- **Run iLearn Data Quality Error Report** – The error report is generated weekly by the iLearn team and made available on the iLearn SharePoint Site.
- **Communicate Data Quality Error Report** – The iLearn Team communicates the availability of the error report to iLearn Administrators and HRTD Management.
- **Administrators Fix Data Errors** – Errors identified in the report are fixed by administrator that created error. Data errors must be fixed with 60 days of initial identification.
- **Monitor Error Fixes** – HRTD Management monitors compliance with requests for data fixes.

#### F. Contact

Emaad Burki  
LMS Senior Project Manager, OCHCO/HRTD  
U.S. Nuclear Regulatory Commission  
Mailstop: GW-4A18  
[emaad.burki@nrc.gov](mailto:emaad.burki@nrc.gov)  
301-492-2294

#### G. Appendices (see next page)

**Appendix 1: Course Submission Checklist**

<b>Role</b>	<b>Item</b>	<b>HRTD Time Frame</b>
Program Office	Review iLearn courseware development standards	
Program Office	Provide HRTD iLearn Team a minimum of 2 weeks notice prior to submission of course	10 days
Program Office/ HRTD iLearn	Review budget requirements and submit funds to HRTD (if required)	10 days
Program Office	Complete the Request New Online Course form <a href="http://portal.nrc.gov/edo/hr/training/iLearn/servicedesk/default.aspx">http://portal.nrc.gov/edo/hr/training/iLearn/servicedesk/default.aspx</a>	
Program Office	Verify and test Section 508 compliance <a href="http://webaim.org/standards/508/checklist">http://webaim.org/standards/508/checklist</a>	
Program Office	Verify and test SCORM/AICC support (ADL SCORM Test Suite – <a href="http://www.adlnet.gov">http://www.adlnet.gov</a> )	
Program Office	Provide course to iLearn team by editing the Request New Online Course form. Naming convention: <ul style="list-style-type: none"> <li>▪ (course-name)_(submit-date)_(submit-time)</li> <li>▪ Example: no-fear-act_10-12-2010_0219PM.zip</li> </ul>	
HRTD iLearn	Install course in iLearn Staging Environment	5 days
Program Office	Functional testing and Pilot (if required) <ul style="list-style-type: none"> <li>▪ Navigation</li> <li>▪ Bookmarking</li> <li>▪ Completion Recording</li> </ul>	
Program Office	Submit to iLearn test results and an acknowledgement that course is functioning correctly by editing and completing the Request New Online Course form.	
HRTD iLearn	Final Testing	5 days
HRTD iLearn	Promote to Production	3 days
Program Office	Communicate to NRC user audience	

**D.3 LABOR CATEGORY GSA DESCRIPTION AND QUALIFICATIONS****Program Manager /Oversight**

GSA Labor Category: Program Manager  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

The Program Manager manages contracts and serves as BRMI's authorized interface with the Government Contracting Officer (CO), the contract- level Contracting Officer's Technical Representative (COTR), government management personnel and customer agency representatives. Formulates work standards, develops and manages contractor schedules, reviews work, supervises/directs contractor personnel. Responsible for overall contract performance, including quality assurance.

The Program Manager provides business, technical, and personnel management across a major single project or multiple projects, involving multi-disciplinary and diverse functional activities, subordinate groups of technical and administrative personnel. Bachelors degree or higher in an engineering or architectural field. The Program Manager supports the effort to create comprehensive methods for describing current and/or future structure and behavior of an organization's processes, information systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Experience:** A minimum of 10 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Project Manager/Task Order:**

GSA Labor Category: Project Manager  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Description:** The Program Manager applies standard business improvement techniques, procedures, and criteria in carrying out a sequence of related tasks. The Program Manager may perform business process analysis and advisory assignments related to assessing the effectiveness of programs and/or the efficiency of the management of operations. The Program Manager may conduct studies of work processes, engineering, and procedures, identify problems, review production standards, and make tentative recommendations for problem resolution. The Program Manager may review reports and studies to ensure that requirements are met and appropriate rules and regulations are utilized. The Program Manager may assist in the development of directives and the design, development, documentation, and implementation of various reporting and production systems. The Project Manager supports the effort to create comprehensive methods for describing current and/or future structure and behavior of an organization's processes, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Experience:** A minimum of 10 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Instructional Designer – Mid:**

GSA Labor Category: Functional/Technical Analyst  
GSA Reference Schedule: Schedule 70  
GSA Reference Schedule No.: GS-10F-0143T

**Minimum/General Experience:** Minimum three (3) years providing analysis of specific functional or technical requirements.

**Functional Responsibility:** Analyzes and interprets business rules or technical requirements needed to develop information technology systems. Assists in integration and acceptance testing, supports the development of training and implementation material, participates in the implementation, and provides post-implementation support.

**Minimum Education:** BA/BS information systems, computer science, engineering, business, or related discipline or equivalent industry experience in requirements analysis.

**Instructional Designer – Senior:**

GSA Labor Category: Business Analyst  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Description:** The Business Analyst (BA) will perform analysis of business processes, activities, and events, and is responsible for documenting existing business processes through joint application development sessions. The BA is also responsible for developing detailed design specifications for enhancements and new products or modules. He or she conducts research to determine user requirements and then produces a user requirement's document followed by a detailed design document. The BA supports the effort to create comprehensive methods for describing/defining the current and/or future structure and behavior of an organization's processes, information systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Experience:** A minimum of 2 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Courseware Developer – Mid:**

GSA Labor Category: Systems Analyst  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Description:** The Systems Analyst is responsible for providing analyses of organizational/business systems and process improvement methodologies. The SA completes an analysis and recommends solutions to problems; reports help desk and systems metrics, and provides change-control oversights.

**Minimum Experience:** A minimum of 2 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Courseware Developer – Senior:**

GSA Labor Category: Technical Writer  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Functional Responsibility:** Provides reports, studies, memos, and presentation materials. Develops those mechanisms that will track progress and develop appropriate presentation formats. Conducts those studies that will determine the effectiveness of the various forms of presentation media and/or materials. Evaluates existing and new presentation tools, techniques, and technologies in order to improve the effectiveness communications. Develops those quantitative measures that assist in decision-making processes.

**Experience:** Four years of relevant experience

**Education:** BA/BS

**Courseware Developer – Principal:**

GSA Labor Category: Subject Matter Consultant  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Description:** Subject Matter Experts (SMEs) bring a particular area of consulting expertise and suite of analytical skills to a discrete element of a change management or process issue. It is the SME's craft to consider the solution's appropriateness and applicability within the organizational, technological, or management process context. The SME provides specialized advice on specific problems that requires extensive knowledge of the subject matter. Designs and prepares technical reports, studies, and related documentation, makes charts and graphs to record results, prepares and delivers presentations, training, and briefings as required by the task order. The SME reports to the Senior SME or project lead and supports the effort to create comprehensive methods for describing current and/or future structure, interrelationships, communication structure, and behavior of an organization's processes, information systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Experience:** A minimum of 6 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Business Consultant – Junior:**

GSA Labor Category: Systems Analyst  
GSA Reference Schedule: MOBIS  
GSA Reference Schedule No.: GS-10F-0143T

**Description:** The Systems Analyst is responsible for providing analyses of organizational/business systems and process improvement methodologies. The SA completes an analysis and recommends solutions to problems; reports help desk and systems metrics, and provides change-control oversights.

**Minimum Experience:** A minimum of 2 years experience

**Minimum Education:** Bachelor's degree from an accredited college or university in a related discipline.

**Business Consultant – Mid:**

GSA Labor Category: Functional/Technical Analyst  
GSA Reference Schedule: Schedule 70  
GSA Reference Schedule No.: GS-10F-0143T

**Minimum/General Experience:** Minimum three (3) years providing analysis of specific functional or technical requirements.

**Functional Responsibility:** Analyzes and interprets business rules or technical requirements needed to develop information technology systems. Assists in integration and acceptance testing, supports the development of training and implementation material, participates in the implementation, and provides post-implementation support.

**Minimum Education:** BA/BS information systems, computer science, engineering, business, or related discipline or equivalent industry experience in requirements analysis.

**Subject Matter Expert:**

GSA Labor Category: Senior SME  
GSA Reference Schedule: Schedule 70  
GSA Reference Schedule No.: GS-10F-0143T

**Minimum/General Experience:** A minimum of 6 years experience in a particular, precisely defined area of expertise required for the successful execution of a contract.

**Functional Responsibility:** the SME provides specialized advice on specific problems that requires extensive knowledge of the subject matter. designs and prepares technical reports, studies, and related documentation, makes charts and graphs to record results, prepares and delivers presentations, training, and briefings as required by the task order. The SME reports to the senior SME or project lead and supports the effort to create comprehensive methods for describing current and/or future structure, interrelationships, communication structure, and behavior of an organization's processes, information systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Education:** possesses a BA/BS degree in information systems, computer science, engineering, business, or mathematics

#### **D.4 BATTLE RESOURCE MANAGEMENT INC. QUALITY CONTROL PLAN**

##### **QUALITY CONTROL PLAN**

Providing excellent client service is fundamental to Team Battle Resource Management Inc. (BRMi)'s success. The quality of our deliverables is a key component of our service on this engagement, and we are committed to providing valued and useful documents that support the Human Resources Training and Development Branch (HRTD) mission.

Using this Quality Control Plan (QCP) and the associated and agreed upon Management Oversight Plan (MOP), *Team BRMi* will implement a robust quality control (QC) process on all tasks. Our QC process uses a standard review approach for all assignments to ensure consistency. *Team BRMi* will educate all staff members in the process, and obtain their agreement to the processes.



While the approach must be scalable to be practical, and informal delivery of incremental drafts is a key aspect of our work with the HRTD, all deliverables will at a minimum go through a peer review process to catch errors before delivery and reduce re-work. For deliverables, the Project Manager (PM), Mr. William Harrison, will embed formal quality reviews in the critical path within the project plan and schedule. As described the *Team BRMi* process will:

1	Use a standard review approach for all assignments to ensure consistency. All staff members will be educated in, and agree to, the processes.
2	While the approach must be scalable to be practical, and informal delivery of incremental drafts is a key aspect of our work for the HRTD, all deliverables will go through, at a minimum, a peer review process to reduce re-work and catch errors before delivery.
3	Reach documented agreement of the above process with the client at outset of the project.
4	Embed quality reviews in the critical path for deliverables within the project plan and schedule.
5	Create check-ins to review interim progress and ensure that the intentions and purpose of deliverables are understood and prevent misunderstandings about government direction and expectations.
6	Require inspection of, and reporting of, routine project status and perform routine project reviews at the project manager level.

The project plans for large, lengthy, or significant deliverables will include a quality plan which identifies the quality review points in the assignment and establishes the criteria for determining the value of the deliverable. The Program Manager (PgM), Ms. Barbara Sullivan, working with the PM, has ultimate responsibility for the quality of the service and deliverables of the engagement. Ms. Sullivan is a Vice President within *Team BRMi* and is empowered to allocate resources and act as an officer of the organization in dealing with service level or quality issues.

Our QC process is intended to be a Capability Maturity Model Integrated (CMMi) compliant process so we will continue to improve this process as needed. This approach is beneficial to both the Nuclear Regulatory Commission (NRC) and *Team BRMi*, increasing the quality of our work, deliverables, and overall consulting services.

### 1.1 Purpose

The purpose of this QCP is to provide quality assurance monitoring and review of all activities and deliverables produced in support of the HRTD.

### 1.2 Scope

This QCP covers all system and services work products as it relates to the providing Customer Relationship Management (CRM) solution development services to the DOL.

### 1.3 Acronyms and Abbreviations

The following is a list of the acronyms and abbreviations used in this document.

BRMi	Battle Resource Management Inc.
CMMi	Capability Maturity Model Integrated
COTR	Contracting Officer's Technical Representative
CRM	Customer Relationship Management
HRTD	Human Resources and Training Division
PgM	Program Manager
PM	Project Manager
EVP	Executive Vice President
MOP	Management Operating Plan
NRC	Nuclear Regulatory Commission
QC	Quality Control
QCP	Quality Control Plan
SOW	Statement of Work
TL	Team Lead
TPAE	Technology Planning, Architecture, and eGovernment
TPM	Technical Project Manager
VP	Vice President

### 2.0 Quality Inspection Program

This section discusses the QC program and process that will be conducted during the lifecycle of the project to ensure a high-level of quality in the services performed and deliverables produced.

A three-tiered review process will be used for the QC of all products. A Tier 1 review involves the Team Lead (TL) who will have responsibility for the review of all first draft deliverables produced in the execution of the CRM support services and activities. Upon completion of the review, the author of the deliverable will take corrective action as provided by the TL and submit the second draft of the product for a Tier 2 quality review by the TL and the PM. Depending on the amount of comments or changes requested as a result of the Tier 2 review the PM may request a third and final Tier 3 review in which the TL and the PM will conduct another review and if deemed necessary may include the PgM. With the approval of the PM, a document can be considered a "client-ready" deliverable after a Tier 2 or Tier 3 review.

#### 2.1 Critical Quality Control Points

The follow are the critical points where the processes described in this QCP will be applied during the execution of the tasks and development of the deliverables in support of HRTD:

- Weekly status reports
- Monthly status reports
- Development of draft, interim, and final deliverables
- Execution of support services "ongoing" tasks
- Review of proposed and execution of approved project plan updates

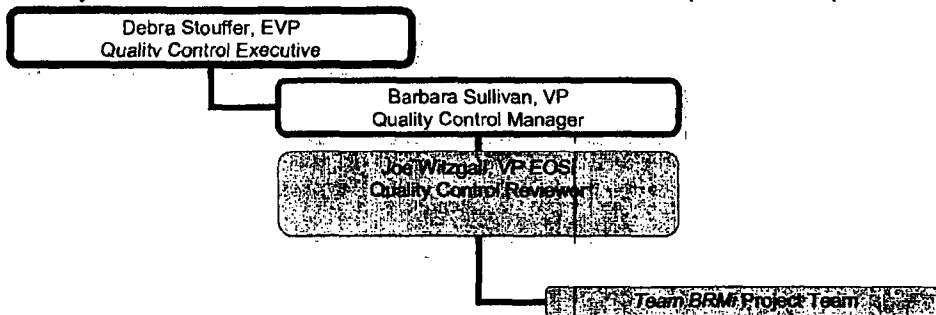
## 2.2 Quality Control Personnel

This subsection describes the *Team BRMi* personnel that will be responsible for monitoring, reviewing, and maintaining the quality of the services performed in support of the HRTD.

Personnel	Engagement Title	Quality Control Role
Barbara Sullivan	Vice President (VP) / Program Manager	Quality Control Executive
William Harrison	Director / Project Manager	Quality Control Manager
Gregory Sanders and other Team Leads	Team Lead	Quality Control Reviewer

## 2.3 Quality Control Organization

The following diagram depicts the levels of responsibility within the QC structure that will be applied to this engagement. Although there are tiers represented each of the QC Personnel described in Section 2.2 will be directly involved in the execution of the QC methods and procedures presented in this QCP.



## 3.0 Quality Control Methods

The following methods of surveillance shall be used in the administration of this QCP. The following surveillance methods can be applied individually or in combination to monitor performance of the Statement of Work (SOW).

### 3.1 Periodic Inspection

Periodically, or at the request of the NRC, an audit of the deliverables against requirements may be conducted. An audit team consisting of the NRC Contracting Officer's Technical Representative (COTR), the NRC Team Lead, and the *Team BRMi* PM will review the deliverable or services under audit for completeness, accuracy, and adherence to the requirements. The inspections may be scheduled (Monthly Review) or unscheduled (as required). Periodic inspections may be documented using a QC Report.

### 3.3 Customer Feedback

Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer comments. Customer comments, to be considered valid, must be set in writing detailing the nature of the complaint. The comments must be documented in a QC log and forwarded to either the COTR or Team Lead for review. The PM or TL shall maintain a summary log of all formally received customer comments. The PM or TL shall also keep the results of all customer satisfaction surveys on file.

### 3.4 Random Monitoring

Random monitoring shall be conducted when specified in individual task orders, or as needed based on determination by either the COTR or a Project Manager. For the tasks that have been identified so far and included in this SOW, the random monitoring shall be performed by the COTR or by the appropriate designated Project Manager.

### 3.5 User Survey

This method combines elements of validated customer feedback and random monitoring. A random survey is conducted to solicit user satisfaction. This process is appropriate for high quantity activities that have historically been satisfactory. This method may also generate periodic inspections. The COTR or PM will receive the survey responses. They should be reviewed initially to identify any negative responses. Contractor provided tabulated reports should be reviewed for trends and general issues. The survey results should be documented in a Surveillance Report.

### 4.0 Quality Control Report

*Team BRMi* will monitor the services performed and deliverables produced as a part of the execution of the SOW. Monitoring will be conducted via one of the methods described in Section 3.0 and captured in a Quality Control Assessment Report. A sample of such a score sheet is provided in *Attachment 1: Quality Control Assessment Report*.

### 5.0 Quality Control Documentation

QC activities and incidents will be captured in an issues log. The QC log will identify the issue or problem, the *Team BRMi* and Government person responsible for taking corrective action, a brief description of the resolution, and current status. *Team BRMi* throughout the life of the contract shall maintain documentation of all QC reviews, results, and corrective actions performed.

This documentation will be included in weekly or monthly status reports. If desired or required by the COTR or TPM, *Team BRMi* will create and produce a Quarterly Quality Control Plan summarizing the QC activities and reports that have taken place during the quarter in question.

### 6.0 Quality Performance Standards

In accordance with the SOW, *Team BRMi* will create and provide quality performance reports. The *Team BRMi* PM will work with the NRC COTR and TPMs to monitor quality and overall performance during the

execution of this engagement in accordance with the agreed upon procedures, methods, and expectations. The *Team BRMi* PM shall inform the COTR and NRC PM if there are apparent risks to the required deadlines not being met. *Team BRMi* will leverage the weekly and monthly meetings and status reports as a part of this process.

This subsection will outline the performance standards and levels that will govern the delivery/activities in support of the HRTD.

## **6.2 Performance Standards**

As detailed in the SOW, *Team BRMi* will operate under the following Performance Objectives during the delivery of this contract:

Accuracy - Deliverables shall be accurate in presentation, technical content, and adherence to generally accepted elements of style.

Clarity - Deliverables shall be clear and concise. All diagrams shall be easy to understand and relevant to the supporting narrative.

Consistency to Requirements - All work products and deliverables must satisfy the requirements of the SOW.

Fitness for Intended Purpose - Deliverables shall be fit for NRC's intended purpose under the SOW.

Editability - All text and diagrammatic files shall be editable by the Government.

Format - Deliverables shall be submitted in hard copy (where applicable) and in media format as defined in the SOW.

Timeliness - Deliverables shall be submitted on or before the due date specified or submitted in accordance with the WBS and deliverables register mutually agreed to by the contractor and NRC as an outcome of an executed contract and the requirements of the SOW.

**Sample Quality Control Assessment Report**  
**NRC Deliverable/Activity Quality Control Assessment Report**

<b>Reviewer Name:</b>	<b>Position:</b>	<b>Date:</b>
<b>Deliverable/Activity Title:</b>		<b>Review Method:</b>

<b>DESCRIPTION OF DELIVERABLE / ACTIVITY</b>
<b>Deliverable/ Activity Name</b>
<i>Description to include agreed upon requirements and expected outcomes of deliverable / activity</i>

<b>CRITERION</b>	<b>QUALITY</b>	<b>Yes/No</b>
<b>Review the Deliverable/Activity by answering the questions with either Yes or No</b>		
The scope of this deliverable/activity was appropriate for the requirements of the deliverable/activity.		
The content of this deliverable (or execution of this activity) was sufficient for the subjects addressed and the requirements of the deliverable/activity.		
Based on the requirements discussions concerning this deliverable/activity, my overall expectations were satisfied.		
The review/inspection of this deliverable/activity identified in quality errors that need to be addressed by the QC Process		
<b>Comments:</b>		
<b>Signature:</b>		