

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER OIG-15-0008		PAGE OF 1 44	
2. CONTRACT NO. GS10F0170P		3. AWARD/ EFFECTIVE DATE 08/01/2015		4. ORDER NUMBER NRC-HQ-30-15-T-0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME DONNA BERKOWITZ		9. TELEPHONE NUMBER (No collect calls) 301-492-3601		10. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 541612 SIZE STANDARD: \$15.0 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852				16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001			
17a. CONTRACTOR/ OFFEROR TOWERS WATSON DELAWARE INC ATTN JANID HARRINGTON 901 N GLEBE RD SUITE 500 ARLINGTON VA 22203-1853 TELEPHONE NO. 703-258-8177		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCPAYMENTSNRCGOV ROCKVILLE MD 20852-2738			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
				The contractor shall provide all labor and materials required to perform the 2015 Safety Culture and Climate Survey for the U.S. Nuclear Regulatory Commission, Office of the Inspector General in accordance with the statement of work. NRC Contracting Officers Representative (COR): Jaclyn Storch, email: Jaclyn.Storch@nrc.gov, phone: 301-415-2877 Alternate COR: Amy Hardin, email: amy.hardin@nrc.gov, phone: 301-415-8507 (Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA 2015-X0300-FEEBASED-30-30D001-6Z-Z-390-L3014-252A				25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$253,726.50			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF 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 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Donna Berkowitz - Director		30c. DATE SIGNED 7/13/15		31b. NAME OF CONTRACTING OFFICER (Type or print) DONNA BERKOWITZ		31c. DATE SIGNED 7/14/15	

STANDARD FORM 1449 (REV. 2/20/12)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

JUL 14 2015

ADM002

TEMPLATE - ADM001

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Contractor POC: Sean Connelly, email: sean.connelly@towerswatson.com, phone: 203-326-4746</p> <p>The period of performance is from August 1, 2015 through February 1, 2016.</p> <p>This is a firm fixed-price contract with a not to exceed cost-reimbursable travel ceiling of \$45,000.00</p> <p>Period of Performance: 08/01/2015 to 02/01/2016</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION B - Supplies or Services/Prices**PRICE/COST SCHEDULE**

Period of Performance: August 1, 2015 through February 1, 2016		
CLIN No.	Description	Firm Fixed Price
0001	2015 NRC Safety Climate & Culture Survey	[REDACTED]
0002	Action Planning Training	[REDACTED]
Total FFP		[REDACTED]
		Cost Reimbursable Ceiling
0003	Travel Cost Reimbursable Ceiling	[REDACTED]
GRAND TOTAL PRICE		\$253,726.50

NRCB050 CONSIDERATION AND OBLIGATION-TASK ORDERS

(a) The cost-reimbursable travel ceiling shall not exceed [REDACTED].

(c) The amount presently obligated is for the cost-reimbursable portion of this contract is [REDACTED]. The obligated amount shall, at no time, exceed the amount obligated. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds for incrementally funded delivery orders or task orders.

NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I

The title of this project is: 2015 Safety Culture and Climate Survey
for the U.S. Nuclear Regulatory Commission Office of the Inspector General

(End of Clause)

SECTION C - Description/Specifications

Statement of Work 2015 Safety Culture and Climate Survey For the U.S. Nuclear Regulatory Commission Office of the Inspector General

1. Background

The purpose of this work is to assist the Office of the Inspector General (OIG) at the U.S. Nuclear Regulatory Commission (NRC) in assessing the current organizational safety culture and climate of NRC's workforce.

NRC is presently facing significant changes and challenges,¹ including, but not limited to, the licensing of new nuclear facilities, operating under reduced budgets, realignment of program offices, the agency's workforce needs, and providing consolidated and adequate work space. To meet these challenges, NRC must efficiently and effectively use its resources to continue to meet its mission and strategic goals while providing adequate infrastructure to accommodate staff.

A better understanding of NRC's safety culture and climate will facilitate identification of agency strengths and opportunities for improvement. Agency program and support offices can use this information to develop action plans, as warranted. In addition, OIG plans to use the survey results to facilitate annual audit planning.

NRC was formed in 1975, in accordance with the Energy Reorganization Act of 1974, to regulate the various commercial and institutional uses of nuclear materials. The agency succeeded the Atomic Energy Commission, which previously had responsibility for both developing and regulating nuclear activities.

NRC's mission is to regulate 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 regulatory mission covers three main areas: (1) reactors, (2) materials, and (3) waste.

NRC is headed by five Commissioners appointed by the President and confirmed by the Senate for five-year terms. One of the Commissioners is designated by the President to be the Chairman who serves as the principal executive officer and official spokesperson for the Commission. No more than three members of this Commission can be from the same political party.

¹ See OIG Report 15-A-01, *Inspector General's Assessment of the Most Serious Management and Performance Challenges Facing the Nuclear Regulatory Commission*, October 16, 2014.

The Commission appoints an employee to serve as the Executive Director for Operations (EDO). The EDO is the chief operating officer of the agency, and is authorized and directed to discharge the operational and administrative functions necessary for the day-to-day operations of the agency.

As of April 2015, NRC has 3,846 permanent staff on board. NRC's Headquarters is located in Rockville, Maryland. Four regional offices are located in King of Prussia, Pennsylvania; Atlanta, Georgia; Lisle, Illinois; and Arlington, Texas. The NRC's Technical Training Center is located in Chattanooga, Tennessee.

2. Objectives

The overall objectives of this task order are:

- a. Measure NRC's safety culture and climate to determine if safety issues receive the attention warranted by their significance;
- b. Compare the results of this new NRC-focused survey against survey results that OIG reported in 1998, 2002, 2006, 2009, and 2012; and
- c. Provide, where practical, benchmarks for the qualitative and quantitative findings for the NRC as compared to other similar organizations. The survey results analyses shall identify agency strengths and opportunities for improvements based on the most important points drawn from the survey.

3. Scope of Work

The Contractor shall provide all necessary resources (e.g., qualified personnel, facilities, except as otherwise specified in this SOW and materials) to conduct a comprehensive study to measure the organizational safety culture and climate of the NRC workforce. This activity shall include conducting interviews and focus groups, developing, marketing, and administering a survey instrument, and analyzing and reporting the results to OIG and NRC. The Contractor may also be required to conduct optional Facilitation Sessions. Qualified Contractor personnel shall be available to respond to OIG staff questions and comments on all phases of this project throughout the life of the task order, as directed by the Contracting Officer's Representative (COR).

A detailed description of the required tasks and deliverables are provided below.

4. Specific Tasks

4.1 Kick-Off Meeting

Within 3 working days after task order award, the Contractor shall conduct a kick-off meeting with the COR and other staff from the OIG. The OIG does not expect the Contractor to expend significant resources in preparation for this meeting, as the intent of the meeting is to initiate the communication process between the OIG and the Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of task order requirements and objectives.

The kick-off meeting will be held at the OIG office, located at NRC Headquarters in Rockville, Maryland, or by telephone conference, as directed by the COR. The date and time will be mutually agreed upon by both parties.

4.2 Project Management Plan

The Contractor shall use the Project Management Plan submitted with their proposal to prepare an Updated Project Management Plan to reflect discussions from the kick-meeting, including a description of the agreed upon technical approach and organizational resources and management controls to be employed to meet the performance and schedule requirements. The Updated Project Management Plan shall detail the work products, methods for developing the work products, allocation of staff and other resources necessary to produce the work products and a schedule with specific due dates for producing the work products within the agreed upon timeframe. The Contractor shall not proceed with any other tasks under this task order until the COR has provided written approval of the Updated Project Management Plan. The Contractor shall request prior COR approval of all activities not included in the Plan, or any modifications to the Plan, after COR approval has been given. The Updated Project Management is due within 3 working days from the kick-off meeting.

4.3 Status Meetings (No Reports Required)

Status meetings between the Contractor, OIG staff, and the COR shall be held on a biweekly basis or as mutually agreed to by the Contractor and the COR. These status meetings will primarily be held telephonically, although the Contractor is advised that the COR may elect to hold some meetings at NRC Headquarters.

4.4 Entrance Conference

The Contractor shall attend and present at an entrance conference with the COR, OIG management, and NRC management that will occur within 20 working days from the kick-off meeting. The Contractor shall design and prepare a presentation for the NRC Safety Culture and Climate Survey Entrance Conference detailing the highlights and process that shall be employed for the design, administration, analysis, and reporting of the 2015 NRC Safety Culture and Climate Survey. The Contractor shall submit a draft presentation for review

within 10 working days from the kick-off meeting. The Contractor shall submit a final presentation within 2 working days after receipt of agreed upon COR comments.

4.5 Safety Culture and Climate Preparatory Research

The Contractor shall conduct research and shall prepare a brief Research Report [1-2 pages] outlining its understanding of the definitions of safety culture and climate as they apply to the NRC within 15 working days from the kick-off meeting. The report shall address how safety culture and climate are applied at the NRC, including within the agency's mission and Strategic Plan. At a minimum, this research shall include reference to the following documents, which will be provided by the COR if they are not publicly available on the NRC Website (www.nrc.gov):

- NUREG-1614, NRC's Strategic Plan 2014-2018
- 2014 OPM Federal Employee Viewpoint Survey results
- OIG Audit Reports and any emergent, relevant Government Accountability Office (GAO) Audit Reports including but not limited to:
 - (a) OIG 15-A-01, *Inspector General's Assessment of the Most Serious Management and Performance Challenges*, dated October 16, 2014.
 - (b) OIG-14-A-01, *Inspector General's Assessment of the Most Serious Management and Performance Challenges Facing NRC*, dated October 2, 2014
 - (c) OIG-14-A-12, *Survey of NRC's Support Provided to Resident Inspectors*, dated March 18, 2014.
 - (d) OIG-13-A-01, *Inspector General's Assessment of the Most Serious Management and Performance Challenges Facing the NRC*, October 1, 2013
 - (e) OIG-13-A-15 Office of the Inspector General, *NRC Safety Culture and Climate Survey Executive Summary*, March 29, 2013
 - (f) OIG-09-A-18, Office of the Inspector General, *NRC Safety Culture and Climate Survey Executive Summary*, September 30, 2009

- (g) OIG-06-A-08, Office of the Inspector General, *NRC Safety Culture and Climate Survey Executive Summary*, February 10, 2006
- (h) OIG-03-A-03, Office of the Inspector General, *2002 Survey of NRC's Safety Culture and Climate*, December 11, 2002
- (i) OIG-97-A-16, Office of the Inspector General, *NRC Safety Culture and Climate Survey*, June 25, 1998
- U.S. NRC 2014-2015 Information Digest, NUREG-1350, Volume 26, August 2013

4.6 Marketing Strategy

The Contractor shall develop a Marketing Strategy for presenting the survey to the agency. The marketing strategy shall include marketing tools to maximize survey participation by agency employees. The tools shall include, at a minimum: written agency announcements, Web banners, and posters. The Contractor shall submit draft Marketing Strategy documentation to the COR within 20 working days from the kickoff meeting. The Contractor shall submit the final Marketing Strategy documentation within 2 working days after receipt of agreed upon COR comments.

4.7 Individual Interviews and Focus Group Meetings

The Contractor shall conduct individual interviews and focus group meetings as an aid in designing the survey instrument. All individual interviews and focus group meetings shall be completed within 30 working days of the kick-off meeting. The Contractor shall submit a draft Findings Report to the COR within 10 working days from completion of the final individual interview or focus group meeting, whichever comes later. This report shall include, at a minimum, findings and a summary of the individual interviews and focus group meetings and shall identify any common concerns raised by employees. The Contractor shall submit a final Findings Report within 3 working days after receipt of agreed upon COR comments. The results of the individual interviews and focus group meetings shall be used for development of the survey instrument.

4.7.1 Individual Interviews

These individual interviews shall be conducted, at a minimum, with each office director, or their designee, the Executive Director for Operations, all Commission Members and all regional administrators, or their designee, and National Treasury Employee Union NRC President or their designee. The Contractor shall submit the draft list of interviewees to the COR for approval prior to conducting the interviews. The COR will be responsible for scheduling the

individual interviews. These interviews may be conducted telephonically or in person, as approved by the COR.

4.7.2 Focus Groups

The Contractor shall conduct a minimum of 4 focus groups with no more than 12 attendees per group. Focus groups shall take place at NRC Headquarters and select Regional locations, as directed by the COR. Focus groups attendees shall be selected from a current agency employee roster to be provided by the COR, that identifies employees by name, position, and respective office. The Contractor shall select employees for participation in the focus groups in such a manner to ensure equal representation by office. The Contractor shall submit the draft list of attendees for each focus group to the COR for approval. The COR will be responsible for room reservation and scheduling with focus group attendees.

4.8 Pilot Survey

The Contractor shall prepare a draft Pilot Survey Instrument that includes at a minimum, a definition of common terms (e.g., "supervisor" vs. "manager"), demographic questions, coding questions to include identification of grade level, job category, years of work experience and current office assignment, as well as 75-105 questions developed from the individual interviews and focus groups. The Contractor shall develop survey questions in each of the following categories: clarity of responsibilities, supervision, working relationships, empowerment, communication, workload and support, training, development, performance management, engagement, Mission and Strategic Plan, NRC image, staff commitment to continuous improvement, quality focus, Open Collaborative Work Environment, Differing Professional Opinion/Non-Concurrence Process, elevating concerns, and management/leadership.

The Contractor shall provide along with the draft Pilot Survey Instrument a Technical Requirements document that identifies the necessary system requirements, online survey site requirements, whitelisting requirements, as well as any interactive reporting system requirements. The Contractor shall submit a draft Pilot Survey Instrument and Technical Requirements document to the COR within 5 working days from the completion of the final Findings Report. The Contractor shall submit a final Pilot Survey Instrument within 2 working days after receipt of agreed upon COR comments. Ten to 15 Pilot Survey recipients shall be selected randomly from a current employee roster, to be provided by the COR, that identifies employees by name, position, and respective office. The Contractor shall submit the draft list of recipients to the COR for approval within 5 working days from the completion of the final Findings Report. The Contractor shall electronically distribute the Pilot Survey to the approved recipient list within one working day from COR approval of the final Pilot Survey Instrument. The Pilot Survey should remain active for 2 working days. The Contractor shall document the Pilot Survey results, in a brief one-page Pilot Survey Report,

including any transmission errors and lessons learned to be corrected for the electronic delivery of the Final Survey Instrument. The Pilot Survey Report shall be submitted to the COR within 3 working days from the completion of the Pilot Survey.

4.9 Final Survey Instrument

The Contractor shall prepare a draft Survey Instrument that incorporates all lessons learned from the Pilot Survey Report along with any agreed upon COR comments. The draft Survey Instrument shall be submitted to the COR within 2 working days from receipt of COR comments on the Pilot Survey Report. The Contractor shall submit the final Survey Instrument within 2 working days after receipt of agreed upon COR comments. The Contractor shall electronically distribute the final Survey Instrument to all permanent, part-time and full-time NRC employees within 2 working days from COR approval of the final Survey Instrument, or as directed by the COR. The final Survey Instrument shall be accessible to NRC employees for 2 consecutive weeks. The Contractor shall electronically report the final Survey Instrument percentage response rate to the COR at the conclusion of each working day that the survey is accessible. The Contractor shall also report any "Out of Office replies" extending beyond the final Survey Instrument accessibility period as well as any delivery failures. At the request of the COR, the final Survey Instrument shall be accessible to NRC employees for a third consecutive week. The Contractor may be required to re-administer the final Survey Instrument to those NRC employees who were not available during the initial survey distribution. The re-administration of the final Survey Instrument shall follow the same deployment process outlined above. During survey administration the Contractor shall ensure respondents' confidentiality.

4.10 Survey Data Analysis

The Contractor shall process and analyze the data collected by the final Survey Instrument and shall compile survey results at the office level and at organizational unit level (branches, divisions) for each unit that has a minimum of 20 survey respondents. To provide confidentiality in reporting the data, offices not meeting the pre-established minimum reporting rate of 20 respondents, shall be combined with other similar size offices for the purpose of survey data analysis. The Contractor shall identify the response percentage associated with each possible response for each question.

The Contractor shall prepare and submit to the COR a draft Survey Results Report that documents the analysis of the survey data within 20 working days from completion of administration of the final Survey Instrument. The draft Survey Results Report shall include a comparison of the current results to the previous Safety Culture and Climate Survey results by category.

The Contractor shall identify previous survey results by year, category, and office (when pre-established minimum reporting rate is met) compare these results individually to the current survey results to identify trends, and illustrate these results graphically by year, category, and office, as applicable. The survey results analysis shall identify the agency's strengths and opportunities for improvement based on the most important trends drawn from the current survey results.

The Contractor shall also compare the qualitative and quantitative findings of the current survey results against at least 3 other organizations of similar size. The Contractor shall compare the current survey results against, at a minimum, the following nationally recognized performance norms: U.S. National Norm, the U.S. Research and Development Norm, Best in Class Norm, and the U.S. High Performance Norm. These comparisons shall be documented and graphically illustrated in the Draft Survey Results Report.

In addition, the draft Survey Results Report shall contain the following information:

- Executive Summary
- Abbreviations and Acronyms
- Table of Contents
- Purpose of Survey and Background
- Survey Design and Administration
- Conclusion
- Appendices, if warranted

The contractor shall submit a final Survey Results Report within 2 working days after receipt of agreed upon COR comments.

4.11 Survey Results Briefings

The Contractor shall prepare a briefing based on the final Survey Results Report to be presented electronically. This briefing shall identify previous survey results by year, category, and office (when pre-established minimum reporting rate is met) compare these results individually to the current survey results to identify trends, and illustrate these results graphically by year, category, and office, as applicable. The briefing shall include a comparison of the current survey results to all of the nationally recognized performance norms that were employed. The briefing shall also identify the agency's strengths and opportunities for improvement based on the most important trends drawn from the current survey results.

The Contractor shall prepare a draft of the briefing. All draft briefing materials shall be submitted to the COR, within 5 working days before the scheduled briefing date. The Contractor shall submit a final briefing within 1 working day

after receipt of agreed upon COR comments.

4.11.1 OIG Management Briefing

The Contractor shall conduct a Survey Results Briefing to the COR, the Assistant Inspector General for Audits (AIGA), the Deputy Inspector General (DIG), and the Inspector General (IG) OIG. At the time of the briefing, the Contractor shall also submit the following to the COR: two encrypted electronic devices (e.g. thumb drives) containing the agencywide survey results, two encrypted electronic devices (e.g. thumb drives) containing OIG-specific survey results, and one encrypted electronic device (e.g. thumb drive) containing the survey results for each office that met the pre-established minimum reporting rate.

4.11.2 Commission and Agency Executive Staff Briefing

The Contractor shall conduct a Survey Results Briefing to the COR, Commission and agency Executive Staff. The content of this briefing shall be an exact duplicate of the OIG briefing, with the exception that all OIG-specific slides shall be omitted.

4.11.3 Agencywide Employee Briefing

The Contractor shall conduct a Survey Results Briefing to all NRC employees on the same day as the Commission and Executive Staff briefing. The content of this briefing shall be an exact duplicate of the Commission and Executive Staff briefing, with the exception that certain demographic information will be removed, as directed by the COR.

4.12 Facilitation Sessions (Optional Task)

At the request of the COR, the Contractor may be required to conduct facilitation sessions to assist in the interpretation of the survey results. The facilitation sessions are expected to occur at the NRC Professional Development Center located at NRC Headquarters in Rockville, Maryland. The training room will be equipped with computers for NRC staff use. The Contractor shall bring a laptop that contains the agencywide results that were presented to all NRC employees. The Contractor shall also provide hardcopy instructions to attendees to assist in the interpretation of the survey results. The COR will provide an electronic device (e.g. thumb drive) to each attendee that contains their respective office's survey data for use during the facilitation session.

During these facilitation sessions, the Contractor shall demonstrate to attendees how to use their respective office's survey data in order to identify trends, strengths, and opportunities for improvement. The dates for these facilitation sessions shall be scheduled upon mutual agreement between the COR and the Contractor. It is anticipated that these facilitation sessions shall include up to 24

attendees. Any other assistance requests by offices, beyond the facilitation sessions discussed above, are not included in the scope of this contract.

5. Other Performance Requirements

5.1 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. All survey questions, norms and data are considered to be proprietary to the Government. Any survey questions, norms or data resulting from this survey shall not be disclosed without prior written approval of the COR.

5.2 Data Rights

All survey questions, norms and data are considered to be proprietary. Use of any survey questions, norms or data resulting from this survey shall not be used without written consent of both the COR and the contractor.

5.3 Estimated Labor Categories and Qualifications

Collectively, the Contractor team shall have personnel with methodological skills to design studies, develop and deliver data collection instruments, tabulate and statistically present qualitative and quantitative findings, and analyze, interpret, and document such findings into acceptable written report formats. An example of these qualifications includes a Contractor team that holds advanced degrees (e.g., M.S., Ph.D. in Industrial/Organizational Development, Management, Sociology, Psychology, or Statistics) and who can perform an integrative approach to the tasks in this statement of work (SOW).

Qualifications for each labor category are listed below:

Director: The Director shall have demonstrated experience in the following:

- overseeing and supervising integrated management analysis studies for organizations comprised 3,000 or more individuals;
- designing surveys based on appropriate methodology;
- conducting interviews and focus groups to inform survey design;
- designing and implementing marketing strategies tailored to the type and size of the organization;
- analyzing and interpreting survey data and trends; and
- presenting survey data to senior management and staff, orally and in writing;

Project Manager: The Project Manager shall have demonstrated experience in

the following:

- managing complex integrated management analysis studies for organizations comprised of 3,000 or more individuals;
- meeting deliverable schedule requirements and project milestones;
- providing outstanding customer service during all interactions with customers;
- designing and implementing marketing strategies tailored to the type and size of the organization; and
- presenting survey data to senior management and staff, orally and in writing.

Technical Manager: The Technical Manager shall have demonstrated experience in the following:

- analyzing survey data and trends for technical accuracy;
- applying the latest survey methodology, norms and benchmarking technique to the current survey data;
- applying the appropriate statistical techniques to ensure accurate survey results based on the size and type of organization;
- writing reports detailing qualitative and quantitative findings based on survey results;
- designing surveys based on appropriate methodology;
- conducting interviews and focus groups to inform survey design;
- designing and implementing marketing strategies tailored to the type and size of the organization;
- analyzing and interpreting survey data and trends; and
- presenting survey data to senior management and staff, orally and in writing.

Technical Analyst: The Technical Analyst shall have demonstrated experience in the following:

- managing complex projects for organizations comprised of 500 or more individuals;
- managing project schedules and timely completion of milestones;
- ensuring timely submission of deliverables; and
- coordinating completion of successful completion of project logistical requirements.

5.4 Key Personnel

The following personnel are considered Key Personnel by the Government.

1. Director
2. Project Manager
3. Technical Manager

An example of these qualifications includes a Contractor staff team that holds advanced degrees (e.g., M.S., Ph.D. in Industrial/Organizational Development, Management, Sociology, Psychology, or Statistics) and who can perform an integrative approach to the tasks in this SOW.

5.5 Contractor Employees

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

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees by wearing a Security Identification Badge at all times while on Government premises. When working at NRC locations, Contractors must be escorted by an appropriately badged employee of NRC. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of NRC, unless such person seeks and receives approval according to NRC regulations as well as approval from the COR.

5.6 Section-508 Electronic and Information Technology Standards

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.section508.gov>.

The Standards apply to the following:

- **The Standards apply to the following:**
- ☒ Software Applications and Operating Systems
- ☒ Web-based Information or Applications
- ☒ Telecommunication Products
- ☒ Video and Multimedia Products
- ☒ Self Contained, Closed Products (e.g., Information Kiosks, Calculators, and Fax Machines)
- ☒ Desktop and Portable Computers

6. Places of Performance

The work to be performed under this task order shall be primarily performed at

the Contractor's site. The focus groups shall be held at NRC Headquarters and select regional locations, as directed by the COR. All Survey Results Briefings shall be held at NRC Headquarters. Meetings may occur at the following NRC locations:

- NRC Headquarters locations within the Rockville, Maryland area,
- Region I Office: 2100 Renaissance Blvd # 100, King of Prussia, PA 19406
- Region II Office: 245 Peachtree Center Avenue N.E., Ste 1200, Atlanta, GA 30303
- Region III Office: 2443 Warrenville Road, Ste 210, Lisle, Illinois 60532-4352
- Region IV Office: 1600 East Lamar Boulevard Arlington, Texas 76011-4511
- Technical Training Center: 5746 Marlin Rd # 200, Chattanooga, TN 37411

All facilitation sessions, if conducted, shall be held at the NRC Professional Development Center.

7. Period of Performance

The period of performance is from August 1, 2015 through February 1, 2016.

8. Deliverables

The COR will review all draft deliverables submitted by the Contractor, and may return it to the Contractor, with comments for corrections. Absence of any comments from the COR shall not relieve the Contractor of the responsibility for compliance with the requirements of this SOW. The Contractor shall not construe any acknowledgment of receipt of material as a waiver of review, or as an acknowledgment that the deliverable is in conformance with the SOW. All deliverables shall be in a Microsoft Office format as directed by the COR.

Deliverables Table

Task/Subtask Numbers	Deliverable	Date Due
4.2	Updated Project Management Plan	Within 3 working days from the kick-off meeting
4.4	Draft Entrance Conference Presentation	Within 10 working days from the kick-off meeting
4.4	Final Entrance Conference Presentation	Within 2 working days after receipt of agreed upon COR comments
4.5	Research Report	Within 15 working days from the kick-off meeting
4.6	Draft Marketing Strategy Documentation	Within 20 working days from the kick-off meeting
4.6	Final Marketing Strategy Documentation	Within 2 working days after receipt of agreed upon COR comments
4.7	Draft Findings Report	Within 10 working days from completion of the final individual interview or focus group meeting, which comes later
4.7	Final Findings Report	Within 3 working days after receipt of agreed upon COR comments
4.8	Draft Pilot Survey Instrument and Technical Requirements Document	Within 5 working days from the completion of the final Findings Report
4.8	Final Pilot Survey Instrument	Within 2 working days after receipt of agreed upon COR comments
4.8	Draft List of Pilot Receipts	Within 5 working days from completion of the final Findings Report

Task/Subtask Numbers	Deliverable	Date Due
4.8	Pilot Survey Report	Within 3 working days from the completion of the Pilot Survey
4.9	Draft Survey Instrument	Within 2 working days from receipt of COR comments on the Pilot Survey Report
4.9	Final Survey Instrument	Within 2 working days after receipt of agreed upon COR comments
4.9	Final Survey Instrument "Out of Office replies" extending beyond the final Survey Instrument accessibility period and/or delivery failures	Within 2 working days from COR approval of the Final Survey Instrument, or as directed by the COR
4.9	Final Survey Instrument Percentage Response Rate	Conclusion of each working day that the survey is accessible
4.10	Draft Survey Results Report	Within 20 working days from completion of administration of the final Survey Instrument
4.10	Final Survey Results Report	Within 2 working days after receipt of agreed upon COR comments
4.11	Draft Survey Results Briefing	Within 5 working days before the scheduled briefing date
4.11	Final Survey Results Briefing	1 working day after receipt of agreed upon COR comments
4.11.1	Two encrypted electronic devices (e.g. thumb drives) with agencywide survey results	Due at time of OIG Management Briefing

Task/Subtask Numbers	Deliverable	Date Due
4.11.1	Two encrypted devices (e.g. thumb drives) with OIG-specific survey results	Due at time of OIG Management Briefing
4.11.1	One encrypted electronic device (e.g. thumb drive) with survey results for each office that met the pre-established minimum reporting rate.	Due at time of OIG Management Briefing
4.12	(Optional Task) Hardcopy Instructions for each attendee	Day of Facilitation Session
4.12	(Optional Task) Electronic Device (e.g. thumb drive) for each attendee with respective office's survey data	Day of Facilitation Session
4.13	Action Planning Training includes: 1) design of 2 days of 6 hours each Results-to-Action Workshop, 2) reproduction of handbook for 1 to 24 participants, and 3) conduct of 2 (2 days of 6 hours each) Results-to-Action Workshop up to an additional 24 participants	As directed by the COR

8.1 Deliverable General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this SOW.

- Accuracy - Work Products shall be accurate in presentation, technical content, and general adherence to Government Printing Office (GPO) elements of style.
- Clarity - Work Products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products shall satisfy the requirements of this SOW.

- File Editing - All files shall be editable by the Government.
- Format - Work products shall be submitted in the format specified in this SOW.

Timeliness - Work products shall be submitted on or before the due dates specified in this SOW.

8.2 Deliverable Quality Assurance

The COR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this SOW. Final approval and acceptance of documentation required herein shall be by the COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this SOW. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

9. Travel

It is anticipated that following travel may be required:

- A. One, two-person, one-day trip to NRC Headquarters, Rockville, MD, to attend the kick-off meeting.
- B. One, two-person, one day trip to NRC Headquarters, Rockville, MD, to present at the NRC Safety Culture and Climate Survey Entrance Conference.
- C. One, two-person, three-day trip to NRC Headquarters, Rockville, MD, to conduct focus groups.
- D. Two, two-person, two-day trips to NRC regional locations, to conduct focus groups.
- E. One, three-person, one-day trip to NRC Headquarters, Rockville, MD, to conduct briefings to the COR and OIG management regarding the survey results.
- F. Two, two-person, two-day trips to NRC Headquarters, Rockville, MD, to provide oral presentations to NRC Commission and agency Executive Staff and to all NRC employees regarding the survey results.

- G. One, two-person, three day trip to NRC Headquarters, Rockville, MD, to conduct facilitation sessions to select NRC staff (if optional facilitation sessions task is exercised).

All travel requests shall be submitted on a REQUEST FOR TRAVEL/APPROVAL FORM (Appendix A of this document). COR written approval of this form is required prior to commencement of travel. The Contractor will be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this task order in accordance with the Federal Travel Regulations currently in effect on the date of travel. [Reference FAR 31.205-46Travel Costs].

Appendix A: Travel Request Authorization Form

Contract Reference Number:

Task Order Number:

Travel Purpose:

Individuals Requesting Travel:

Date of Request:

Date of Travel:

Description of Travel Costs:

Destination:

Total Travel Days:

Total Work Days:

Hotel Stay (Y / N):

Number of Nights:

Rental Car Required (Y / N):

Flight Required (Y / N):

Total Estimated Travel Cost:

COR Authorization

Name:

Title:

Address:

Phone:

E-mail:

COR Signature

Date

SECTION D - Packaging and Marking

NRCD020 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC) under Contract/order number GS10F0170P *.

(End of Clause)

NRCD010 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: as specified in the statement of work.

(End of Clause)

SECTION E - Inspection and Acceptance

NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

(End of Clause)

SECTION F - Deliveries or Performance

**NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA
FEDERAL SUPPLY SCHEDULE CONTRACT**

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

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

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

(End of Clause)

NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This period of performance is from August 1, 2015 through February 1, 2016.

(End of Clause)

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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: NRCPayments@nrc.gov.

(End of Clause)

NRCG031 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

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

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

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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

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

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

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

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

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

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

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

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs)))).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Government wide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. 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.**

f. 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.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- 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 deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

SECTION H - Special Contract Requirements

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 209.570-2 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.

NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

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

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

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

amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

(End of Clause)

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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

(End of Clause)

NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

NRCH481 Contracting Officer's Representative Authority

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

Jaclyn Storch
Email: Jaclyn.Storch@nrc.gov
301-415-2877 (phone)
301-415-2275 (facsimile)
U.S. Nuclear Regulatory Commission
Office of the Inspector General
11555 Rockville Pike, Rockville, MD 20850

The Contracting Officer's authorized back-up representative for this effort is as follows:

Amy Hardin
Email: amy.hardin@nrc.gov
301-415-8507 (phone)
U.S. Nuclear Regulatory Commission
11555 Rockville Pike, Rockville, MD 20850

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR 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 COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR'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 COR 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.

2052.215-70 KEY PERSONNEL (JAN 1993)

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

Sean Connelly, Bogdan Nita, and Kim Martin

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.

**2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) -
ALTERNATE I (OCT 1999)**

(a) Total expenditure for travel may not exceed \$45,000 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445,

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

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

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

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

(End of Clause)

NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired 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, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

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

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

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

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

(End of Clause)

NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

(End of Clause)

SECTION I - Contract Clauses

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 1 day.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day 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 1 year.

52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments