

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02/22/2018		2. CONTRACT NO. (If any) GS10F0019J		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310018F0018		4. REQUISITION/REFERENCE NO. OCHCO-18-0020		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: a. NAME OF CONTRACTOR VANTAGE HUMAN RESOURCE SERVICES INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR:   Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 2111 WILSON BLVD STE 700				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 22201		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/22/2018	
				16. DISCOUNT TERMS 30	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a non-personnel services Federal Supply Schedule (FSS) order to provide the U.S. Nuclear Regulatory Commission (NRC) with Communications Training, in accordance with the Statement of Work (SOW).  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO: a. NAME US NUCLEAR REGULATORY COMMISSION						
	b. STREET ADDRESS (or P.O. Box)		TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV				17(i) GRAND TOTAL
	c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738	\$519,521.66		

22. UNITED STATES OF

AMERICA BY (Signature)

02/22/2018

Monique B. Williams

23. NAME (Typed)

MONIQUE B. WILLIAMS

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
02/22/2018

CONTRACT NO.  
GS10F0019J

ORDER NO.  
31310018F0018

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Total Obligated Amount: [REDACTED] Base and Exercised Options: [REDACTED] Base and All Options: [REDACTED]  Vantage Authorized Rep. _____ Date _____ Period of Performance: 02/22/2018 to 02/21/2023					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Communications Training Services

(b) Summary work description:

The objective of this contract is for the Contractor to provide NRC staff with the necessary training and tools in order for them to deliver strategic messages to a targeted audience. The outcome of this effort shall equip NRC staff with the skills necessary for preparing, developing, and delivering effective presentations/briefings to a wide range of internal and external stakeholders.

**B.2 NRCB084 CONSIDERATION AND OBLIGATION— LABOR HOUR CONTRACT (AUG 2011)**

(a) The ceiling price to the Government for full performance under this contract is [REDACTED].

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED]; and (2) cost of materials totaling [REDACTED]

(c) The amount presently obligated by the Government with respect to this contract is [REDACTED]

(d) It is estimated that the amount currently obligated will cover performance through [REDACTED]

(e) This is a fully-funded contract and FAR 52.232-20 – “Limitation of Cost” applies.

(End of Clause)

**B.3 NRCB080 CONSIDERATION AND OBLIGATION – FIRM-FIXED PRICE (AUG 2011)**

The total amount of the Firm-Fixed-Price portion of this contract is [REDACTED]

(End of Clause)

**B.4 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on February 22, 2018 and will expire on February 21, 2023.

(End of Clause)

## B.5 PRICE/COST SCHEDULE

Table B.5.1

<b>Task 1 – Firm-Fixed Price</b>				
<b>Period of Performance – February 22, 2018 – February 21, 2023</b>				
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
0001	Effective Risk Communications and Public Outreach - 2 days	2		
0002	Conducting Effective Public Meetings - 2 days	3		
0003	Writing in Plain Language - 2 days	2		
0004	Developing and Using Strategic Communications Plans - 1.5 days	5		
0005	Communication During a Crisis - 2 days	2		
0006	Media Training Workshops - 2 days	20		
0007	Effective Communications for NRC Inspectors - 2 days	20		
0008	Gathering Inspection Information through Interviews - 2 days	20		
0009	Conducting Presentations - 2.5 days	1		
0010	Just-In-Time (JIT) Coaching/Communication training	14		
<b>SUBTOTAL</b>				
<b>Optional Courses</b>				
0011	Train the Trainer – 2 days	2		
<b>TOTAL FIRM-FIXED PRICE</b>				

Table B.5.2

<b>Tasks 2 &amp; 3 – Labor Hour</b>					
<b>Period of Performance – February 22, 2018 – February 21, 2023</b>					
<b>CLIN</b>	<b>NRC LABOR CATEGORY</b>	<b>GSA FSS LABOR CATEGORY</b>	<b>TOTAL ESTIMATED HOURS</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
0012	Professional Development Specialist	Professional Development Specialist	350		
0013	Executive Professional Development Specialist	Executive Professional Development Specialist 55	150		
<b>TOTAL LABOR-HOUR PRICE</b>			500		

**OTHER DIRECT COSTS (For the life of the task order)**

**TRAVEL (For the life of the Order)**

CLIN	DESCRIPTION	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
0014	Travel	1 LOT	NOT-TO-EXCEED	

**TOTAL ORDER PRICE:**

**\$ 519,521.66**

**B. 7 STATEMENT OF WORK**

**B.7.1 PROJECT TITLE**

Communications Training Services

**B.7.2 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) believes that transparency in its communications is important for accomplishing the goal of ensuring openness in its regulatory process. The agency's strategies for ensuring openness include informing the public about the uses and risks associated with radioactive materials and about the safety performance of the licensees that the NRC regulates. These strategies also include engaging in effective two-way communications with NRC stakeholders. The agency's current public outreach, media, risk communications, and oral presentation training provides NRC staff with the skills needed to enhance the agency's communications both within the agency and with the public, the media, and Congress.

The NRC firmly believes that communication is one of the keys to keeping the public informed and supporting the strategic plan goal of openness in our regulatory process. Communications training provides NRC staff with the tools in critical competencies needed to meet the agency's strategic goals. Consequently, the NRC expects that providing refresher training in the subject areas listed in this Statement of Work will maintain the staff's competencies.

The NRC's external stakeholders are members of the public with a specific interest in a given topic and include: the general media; Congress; other Federal, State, and local government agencies; nongovernmental groups; residents living near nuclear facilities; elected officials; the regulated community; and individual citizens.

The interests and concerns of these groups vary widely. The NRC's internal stakeholders (for the purposes of this project) are grouped into three broad categories: technical, non-technical, and management. Characteristics of the NRC's staff and management to consider for training purposes include: their role and responsibilities within the NRC, the amount of experience with communications, their familiarity with statistics, and their technical area of expertise (i.e., engineer, health physicist, etc.).

### **B.7.3 PROJECT DESCRIPTION AND OBJECTIVE**

The objective of this contract is for the Contractor to use NRC provided materials to provide NRC staff with the necessary training in order for them to deliver strategic messages to a targeted audience. The outcome of this effort shall equip NRC staff with the skills necessary for preparing, developing, and delivering effective presentations/briefings to a wide range of internal and external stakeholders.

As a result of the training services to be provided by the Contractor under this contract, NRC staff will be able to:

1. Use plain language in all aspects of communication and know how to use the right words to convey the right message,
2. Interact with reporters in the media environment to enhance the public's confidence in the NRC.
3. Communicate effectively within a highly emotional audience.
4. Plan an NRC public meeting, including developing an agenda, talking points, and key messages.
5. Become familiar with crisis communication, including NRC's Crisis Communication Plan and use it effectively.
6. Provide complete, consistent, accurate, and candid information about NRC actions to NRC stakeholders.
7. Reduce uncertainty and dispel rumors regarding NRC's public outreach.
8. Ensure NRC standards and guidelines are applied correctly.
9. Minimize negative communications.
10. Apply effective communications skills for maintaining relationships.
11. Reassure the public in regards to the NRC and its mission.
12. Apply effective communication skills while interacting with NRC internal and external stakeholders.
13. Apply risk communication knowledge and skills to internal and external stakeholders.
14. Communicate more effectively NRC's commitment to safety, security, and protection of the environment.
15. Identify barriers to effective communication; learn how to overcome these barriers and how to create an effective risk communications plan.
16. Understand how to locate risk communication reference material to enhance further study and exchange information and opinions among individuals, groups, and institutions on health, safety, or environmental issues.
17. Distinguish between risk communication and risk analysis, such as probability risk analysis (PRA).
18. Provide effective, efficient, realistic, and timely risk communications with regard to the safe use of radioactive material.
19. Apply effective communication skills as an interviewer to gather accurate and reliable information as an NRC Inspector or as appropriate to the required position.
20. Apply effective communication skills as it applies to NRC inspectors.

### **B.7.4 SCOPE OF WORK**

The contractor shall provide instructors for the following course titles:

1. "Effective Risk Communications and Public Outreach"

2. "Conducting Effective Public Meetings"
3. "Writing in Plain Language"
4. "Developing and Using Strategic Communications Plans"
5. "Communicating During a Crisis"
6. "Media Training Workshops"
7. "Effective Communications for NRC Inspectors"
8. "Gathering Inspection Information through Interviews for NRC Inspectors"
9. "Conducting Presentations "
10. "Just-In-Time (JIT) Coaching/Communication"

**Ordering Courses:** The NRC Contractor Officer's Representative (COR) will place the written Orders with the Contractor for these communication courses as the requirement arises (see Attachment No. 3). These Orders will be completed by the COR and delivered to the Contractor, and a copy to the Contracting Officer in accordance with the ordering procedures outlined in the Ordering Procedures stated in this contract. In response to these Orders from the COR to provide training, the contractor shall provide the training event(s) at the time and location specified by the COR.

Subsequent to contract award, the NRC COR will provide the contractor with information regarding the certain NRC positions or titles where types of communication training are needed. Communication training is based on which courses are appropriate for which positions.

In addition to providing training events for the courses listed above, as part of the scope of this Contract, the NRC COR may also place Orders with the Contractor requesting the following:

1. Recommendations by the contractor on improving training materials/subjects;
2. Updates or revisions to training material to keep the training materials current; and

### **Task 1- Provide Course Presentation**

The contractor shall provide a course presentation for each training course identified in section A.7.4, Scope of Work, at one of the six locations listed in the Statement of Work (SOW) section titled "Training Presentation Locations, Cancellations, Length, and Time," as specified by the COR in the Order for that course.

The contractor's instructor shall:

1. Study the NRC provided training materials, Instructor Guides, Participant Handbooks, reference materials and review the training materials to ensure currency and familiarity of the subject matter.
2. Discuss the training materials with the COR and the NRC project lead designated by the COR to verify and assure that participants taking the training will have a clear understanding of the material.
3. Conduct the training according to the design outlined in the Instructor Guides.

During each training session, the contractor's instructor shall:

1. Maintain control of the learning time so that the presentation of information and exercises remain organized and timely and key points and training objective are stated and met.
2. Manage distractions tactfully and consistently control questions that are of minimal interest to the class as a whole and can be answered later or individually.
3. Provide 10 minute breaks (generally every 60 minutes) within the overall schedule.
4. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some other way help correct problems, and improve class participants' opportunity to learn.

**Class Size (Number of Participants):** "Standard class size" shall be not fewer than 8 participants, nor greater than 15 participants. For the JIT Coaching/Communication course, the participant numbers may vary greatly, from just a few personnel to over 70, depending on the need of the JIT course. When the number of participants expected to attend any given course exceeds the standard class size, the COR and the contractor shall negotiate and finalize any cost changes, to be memorialized on the Order form.

### **Task 1.1 - Provide Course Setup & Session Administration**

The NRC will provide the equipment listed in table 1.1 to the contractor, as needed.

Table 1.1

Equipment	Date provided to contractor	Location
<ul style="list-style-type: none"> <li>• Classroom projector</li> <li>• Easels and flip charts</li> <li>• Name tent cards</li> <li>• VCR/VTC/LCD/Video camera equipment</li> <li>• Video camera operator</li> <li>• Blank DVD tapes or digital media for courses requiring videotaping of participants</li> <li>• Writing pens and paper</li> <li>• Highlighter marking pens</li> <li>• Dry eraser white board markers</li> <li>• Pins for attaching flip chart work sheets to special wall boards in classrooms</li> <li>• Materials for current courses that may need to be redesigned</li> <li>• Microphone for classroom</li> <li>• Applicable Instructor Guides</li> </ul>	On the dates that training events are scheduled to be performed.	Onsite at NRC's PDC, NRC's Regions, or TTC



The contractor shall notify the COR of any needs or requirements for audio-video, teaching equipment, additional rooms, classroom setup, etc. no later than 5 business days prior to commencement of that particular training event, so that such equipment shall be in-place and the classroom properly set-up when the instructors arrive. Instructors shall verify and assist with any details for classroom setup and/or verify equipment is set up and operating correctly

Before each class begins, the instructors shall arrive in sufficient advance time to set up the room, distribute Participant Handbooks and ensure that all course materials required for the training are available and ready for distribution prior to the official starting time of the training session. Instructors shall familiarize themselves with the teaching facility and layout of the classroom prior to class beginning, including the proper evacuation and emergency procedures at the NRC training facility in question.

Upon commencing the training session in question, instructors shall introduce and describe to the class the course objectives, agenda for the training, and relate the importance of the training to NRC's mission.

Upon completing the training session in question, the instructor shall leave the training room in a neat and clean condition. The instructors shall remove and dispose of used flip chart sheets and any visible notes/guidance in order to clean the classroom before leaving for the day.

The NRC may require that some of the training be conducted by multipoint video conferencing (VTC), or a webinar type setup, so that participants located in the different NRC HQ and regional offices may participate in the training that is being held. While the instructors shall not need to be technically knowledgeable about NRC's equipment, the instructors shall have experience adjusting their presentation style to actively include those virtually participating in the classroom.

## **Task 2- Provide New Course Development**

Should the COR determine that development of a new course is necessary, the COR will notify the Contractor via use of the Order Form (Attachment No. 3) form in accordance with the Ordering Procedures of this contract.

In response to receiving this Order, the contractor shall use Instruction System Design (ISD) methodology, which includes the following: designing, developing, and piloting new course materials (i.e., Participant Handbook and Instructor Guide).

Upon order by the COR, the Contractor shall develop a "Train the Trainer" course. Course development shall include the development of the Participant Handbook and Instructor Guide for the "Train the Trainer" course listed above, and for any new course requested by the COR. The contractor shall follow the formatting guidelines that the COR will provide subsequent to contract award.

**Develop New Course Material:** The contractor shall use the ISD methodology in creating new training material for each new course, unless otherwise directed by the COR. The contractor shall conduct interviews with personnel in a number of NRC's offices, analyze the NRC's training requirement, gather appropriate subject matter for the training, and provide

recommendations to the COR on developing the training course materials. For estimation purposes, ten interviews are anticipated.

The contractor shall provide a print-ready, PDF, electronic version of the new course training materials to the COR at a date mutually agreed upon between the contractor and the COR, subsequent to contract award.

### **Task 3- Provide Revisions to NRC Course Materials**

Per COR request, the contractor shall ensure that the training materials are maintained in a current state by conducting a review of the training material with a subject matter expert designated by the COR on a semi-annual basis.

Upon contract award, the NRC will provide the contractor with an electronic copy of the current Instructor Guide (including presentation material, i.e., PowerPoint slides) and the Participant Handbook for the courses listed above. The courses are NRC-specific, and the NRC will have unlimited rights to and ownership of all deliverables and training material/courses (i.e., Instructor Guides, presentation material, and Participant Handbooks), which shall not be used by the Contractor for any other purpose.

The contractor shall maintain this material and revise it as directed by the COR. The contractor shall use the ISD methodology in revising or redesigning any of the training material, unless otherwise directed by the COR. The contractor shall conduct interviews with personnel in a number of NRC's offices, analyze the NRC's training requirement, gather appropriate subject matter for the training, and provide recommendations to the NRC's Point of Contact (i.e., Subject Matter Expert) and COR on changing some of the training course materials. For estimation purposes, ten interviews are anticipated.

When revisions to the training materials are complete, the contractor shall provide one electronic copy to the COR of each Participant Handbook, Instructor Guide, and additional course material (i.e. – Master Power Point) for each course. The contractor shall submit this to the COR as a print-ready PDF file for posting on the NRC's intranet.

Based on past experience in presenting most of these courses, over the life of the contract, the NRC will require changes to some of or all of the course materials to reflect the following: current thinking; current styles in communication; changes in NRC procedures; and changes in NRC-specific communication tools used for these training courses. For any revised/redesigned course materials, the contractor shall utilize the formatting guidance, which the COR will provide to the contractor subsequent to contract award. The contractor shall be responsible for ensuring that any modifications are reflected properly in the training materials. Course or training material changes may be minor or major, as described below:

**Minor Changes:** The contractor may make minor changes to communications training courses in this program, at no additional cost to the Government, for the purpose of maintaining accuracy and relevancy of the teaching materials, as well as to reflect participant comments on the values of a topic taught, such as whether more emphasis should be placed on a particular topic or whether it has no relevancy or is redundant. Examples of minor changes are: an organizational change, a date change, and the deletion or addition of NRC-provided materials.

**Major Changes:** Only upon written request from the COR, shall the contractor make major modifications to the communications training courses. Examples of major changes are: if the course is completely revised and significantly new material is added, the course is redesigned or restructured in a number of areas, or if the course is reduced from two days to one.

The contractor shall provide a print-ready, PDF electronic copy of the revised training course materials to the COR at a mutually agreed upon date.

#### **Task 4 - Perform General Quality Assurance:**

The contractor shall assure that the instructors and training materials are appropriate for the intended purpose of this requirement. The contractor/instructor(s) shall, at a minimum:

1. Be responsible for reading and understanding the training materials.
2. Follow the course design material and objectives.
3. Ensuring that all course materials, including any additional training material provided by the contractor outside of the Participant Handbook, are printed and assembled properly (e.g., no missing or unreadable pages).
4. Have qualified backup instructors available to conduct the training events in case the primary instructors are not available to teach the courses that they have been assigned to teach. The contractor shall obtain the COR's written approval before substituting a backup instructor for the primary instructor.
5. Provide fully qualified, primary instructors to conduct the communications training.
6. Notify the COR as soon as possible if there are any problems with the printed course material.

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

##### **Training Presentation Locations:**

The contractor instructors shall teach these courses, and the NRC shall provide the facilities where the courses are to be taught. Courses shall be taught in the NRC's Professional Development Center (PDC) located at the NRC Headquarters, the Technical Training Center (TTC) and in all of the four regions as listed below.

These NRC facilities are listed as follows:

##### **1. PDC at NRC Headquarters:**

U.S. Nuclear Regulatory Commission  
White Flint Complex  
1555 Rockville Pike  
Rockville, MD 20852-2738

##### **2. U.S. NRC Technical Training Center:**

Osborne Office Center  
5746 Marlin Road, Suite 200  
Chattanooga, TN 37411-5677

**3. U.S. NRC Region I:**

2100 Renaissance Blvd., Suite 100  
King of Prussia, PA 19406-2713

**4. U.S. NRC Region II:**

Marquis One Tower  
245 Peachtree Center Ave. N.E., Suite 1200  
Atlanta, GA 30303

**5. U.S. NRC Region III:**

2443 Warrenville Road  
Suite 210  
Lisle, Illinois 60532-435

**6. U.S. NRC Region IV:**

1600 East Lamar Boulevard  
Arlington, Texas 76011-4511

Note: See Attachment No. 2 for the estimated number of courses and the locations.

**Cancellations:** The NRC reserves the right to cancel for any reason, any course or training event without obligation to the contractor and without incurring any cancellation charges or fees, provided that it gives due notice of such cancellation in writing or via email to the contractor within five business days in advance of the scheduled start-date of the course or training event in question.

The NRC may elect to cancel the course the NRC determines that the enrollment is insufficient to conduct the training at a reasonable cost per participant. The NRC may reschedule the session for a mutually-agreeable date without additional cost to the NRC.

If the class is cancelled for any reason beyond the control of NRC, such as an emergency situation beyond the control of the NRC, the NRC shall not be charged a cancellation fee.

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

**Scheduling:** On a quarterly basis, the contractor shall consult with the NRC COR about scheduling a two-year rolling schedule of those courses identified by the NRC COR as being regularly scheduled courses.

**Course Materials:** In the event that the contractor wishes to use any course or instructor materials not identified in the NRC Furnished Materials, the contractor shall notify the COR in writing no later than 10 business days prior to the start of the training course.

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

The contractor shall be responsible for:

1. Providing a contractor point of contact (POC) who shall be available Monday through Friday, except for holidays, during normal business hours (e.g. 8:30 a.m. to 4:30 p.m. local Eastern time). The POC shall implement the tasks pertaining to the contract; respond to all NRC requests for training; answer questions about invoicing, scheduling, and availability of instructors; and address any other related contractual matters.
2. Ensuring completion and submission of required contractual reports as defined in Section C.6, Deliverables and Delivery Schedule.
3. Ensuring that the communication training materials are maintained in an up-to-date state, based on request from the COR.
4. Obtaining COR approval in writing (Order form) for scheduling training events/Courses.
5. Per COR request, scheduling meetings to include the NRC's Primary Subject Matter Expert (SME), COR, and other NRC officials, as determined by the COR, to discuss revisions and improvements to the instruction and materials, billing matters, deliverables, and other related contractual issues.
6. Performing or cancelling any work described in this SOW when the COR so requests via written instructions (including e-mail).
7. Reviewing available course evaluations in the NRC's Learning Management System and summarizing the results of the evaluations in the Monthly Letter Status Report.

### **B.7.5 Reporting Requirements**

#### **Invoice Instructions**

In addition to the billing instructions defined in the contract, for every invoice submitted to the NRC, the contractor shall submit the order forms (see Attachment No. 3) that align with the invoice. This will ensure that the invoice supports the work that was ordered during that billing period. In addition, the invoice shall also include the name of the course and the training location.

#### **Draft and Final Versions of Deliverables**

Unless otherwise directed by the COR or the CO, the contractor shall provide all deliverables except the MLSR as draft products. The COR will review all draft deliverables and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR, and then resubmit the final version of the deliverable to the COR. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft. When mutually-agreed-upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to the COR

for the purpose of helping the COR to gauge the contractor's understanding of the particular work requirement.

#### **B.7.5.1 Annual Report**

The contractor shall electronically submit to the COR an Annual Report for each contract year, which includes the number of courses and the number of total participants per course. The report shall also include a grand total number of participants trained for each contract year and the total costs for each course for each contract year.

#### **B.7.5.2 Quarterly Schedule**

The contractor shall electronically submit to the COR a quarterly schedule of courses identified by the COR as being regularly scheduled for the following quarter. The contractor shall submit this quarterly schedule as part of the MLSR (once every three months), or as a separate attachment to the MLSR.

#### **B.7.5.3 Monthly Letter Status Report (MLSR)**

The contractor shall provide a Monthly Letter Status Report (MLSR) which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving activities and producing deliverables. The contractor shall include addressing the following items in the MLSR:

- Monthly course expenses and any remaining balance.
- Summary of tasks performed and training conducted during the previous month (including program management activities, instruction of courses)
- Summary of data from course evaluations and comments/feedback from instructors
- Status and summary of work that was approved by the COR that is outside the regular, monthly training schedule
- List of recommendations for course improvement\*
- Issues that have not been resolved
- Problems that were resolved
- Upcoming travel plans for the contractor, including the location, number of travel days, and number of staff
- A summary of hours worked by contractor personnel

\*List of recommendations: The contractor shall provide a list of recommendations to the COR for any suggested changes to the training materials. The completed evaluations from the NRC's Learning Management System shall be used to develop the list of recommendations. The recommendations shall describe which topics need additional clarity and address the areas for improvement to the course material. If there are no evaluations that recommend changes to the course material, the contractor shall not need to submit a list of recommendations.

#### **B.7.5.4 Final Report**

The contractor shall provide a final, high-level overview report, summarizing the work performed and the results and conclusions under this order.

**B.7.6 Deliverables and Delivery Schedule**

<b>Task # or Section #</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Format</b>	<b>Submit to</b>
Task 2	New Course Materials (Participant Handbook and Instructor Guide)	A mutually agreed upon date between COR and contractor will be determined subsequent to contract award	PDF, Power Point	COR
Task 3	Revised Participant Handbook and Instructor Guide	At least biannually (a mutually agreed upon date between COR and contractor will be determined subsequent to contract award)	PDF, Power Point	COR
C.5.1	Annual Report	No Later Than (NLT) than 30 calendar days from the end of the contract year (i.e., base year or option years)	Microsoft Word or Microsoft Excel	COR
C.5.2	Quarterly Schedule	NLT than 10 business days of the following month for each quarter of the contract year (i.e., base year or option years)	Microsoft Word or Microsoft Excel	COR
C.5.3	Monthly Letter Status Report	NLT 10 business days of the following month	Microsoft Word Document	CO/COR
C.5.4	Final Report	NLT 30 calendar days prior to contract expiration	Microsoft Word Document	COR

The deliverables shall be submitted to the task order CO and task order COR unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the Monthly Letter Status Reports (MLSR) as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. When mutually-agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft.

#### **B.7.7 APPLICABLE DOCUMENTS AND STANDARDS**

None.

#### **B.7.8 GOVERNMENT-FURNISHED PROPERTY**

None.

#### **B.7.9 TRAVEL/MEETINGS**

If the contractor is local to any of the NRC facilities such as the PDC, TTC, or any of its regions, reimbursements for mileage, parking, metro fares, or any associated travel costs will not be assumed by the NRC. Local travel is travel conducted on official business within a 50-mile radius of the NRC's facility.

Travel will be made to NRC's four regions and TTC to provide NRC employees with the training outlined in this SOW. Each region will have varying rates, depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed Government per diem for each area. For authorized travel, the prevailing Government rates shall apply. The traveler shall maintain and submit documentation for lodging and transportation costs as part of the invoice.

If an instructor is away from his/her place of residence and requests flight arrangement be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

All travel requires prior written approval from the COR.

#### **B.7.10 NRC Furnished Material**

The NRC will provide the following materials for each of the courses listed in section A.7.4:

- Power Point Presentation for Class Instruction
- Instructor Guide
- Student Handout

The NRC will also be responsible for printing and providing the Student Handouts for each course, as ordered.



## **ORDER TERMS AND CONDITIONS**

### **C.1 52.216-1 – TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a Firm-Fixed Price/Labor Hour Hybrid Federal Supply Schedule (FSS) Task Order.

### **C.2 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), Office of Chief Human Capital Officer, under order number **GS10F0019J 31310018F0018**.

### **C.3 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: N/A

### **C.4 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

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

Name: Brian Doan  
Address: 11555 Rockville Pike  
3WFN/ 02 C34  
Rockville, MD 20852

Telephone Number: [REDACTED]

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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. 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 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 COR 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 COR 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.

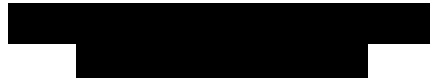
(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

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

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

#### **C.5 2052.215-70 KEY PERSONNEL. (JAN 1993)**

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



\*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.

(End of Clause)

**C.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed [REDACTED] 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.7 NRCF010 PLACE OF DELIVERY-REPORTS**

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

Electronic copies to:

NRC Contracting Officer's Representative (COR) – [REDACTED]  
NRC Alternative COR – **To Be Determined**  
Contracting Officer (CO) – [karla.fitz@nrc.gov](mailto:karla.fitz@nrc.gov)

## **C.8 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](mailto:NRCPayments@nrc.gov).

## **C.9 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.

## **C.10 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 30 days.

## **C.11 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.

## **C.12 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.

## **C.13 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 Within 12 months increments based upon the date of award.. 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.14 ELECTRONIC PAYMENT**

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

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

#### **C.15 REGISTRATION IN FEDCONNECT**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

#### **C.16 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.17 52.227-14 RIGHTS IN DATA -- GENERAL (MAY 2014) ALTERNATE I**

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

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) *Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that

allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

“Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

*(b) Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

*(c) Copyright—*

*(1) Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written

permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

*(g) Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**C.18 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)**

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 affiliated 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 not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. 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), 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 modification 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 invoices or 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 section), 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 120 days (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 30<sup>th</sup> 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.

(End of Clause)