

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE OF PAGES	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				PER-97-2P2		1 34	
2. CONTRACT NUMBER NRC-38-97-282		3. AWARD/EFF. DATE 07/25/97		4. ORDER NUMBER		5. SOLICITATION NUMBER RS-PER-97-282	
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME Mona C. Selden		b. TELEPHONE NUMBER (No Collect Calls) (301) 415-7907		8. OFFER DUE DATE/LOCAL TIME 01/17/97 3:30 P.M.	
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management - CMB2 MailStop: TWF-7-1-2 Washington, D.C. 20555		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES 8(A) SIC: 8299 FSC: SIZE STANDARD: \$5.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Personnel - ODT Attn: Lillian van Santen MailStop: TWF-3 D45 Washington, D.C. 20555		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management - CMB2 MailStop: TWF-7-1-2 Washington, D.C. 20555		17a. CONTRACTOR/OFFEROR Vantage Human Resource Services, Inc. Attn: Mary Ann Wilkinson, President 2300 Clarendon Blvd., Suite 1109 Arlington, VA 22201 TELEPHONE NO. (703) 247-4100		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Acctg. Section, TWFN-19H4 Washington, D.C. 20555	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
001	SEE ADDENDA A.1 FOR SCHEDULE OF SUPPLIES/SERVICES Project Title: "Career Counseling Services" Type of Contract: Fixed Price Requirements Period of Performance: 1 year with two (2) one-year option periods. (Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 784-15-32-50-10 BOC: 252A 31X0200 JOB CODE: T8410 OBLIGATE: \$20,000.00				26. TOTAL AWARD AMOUNT (For Govt Use Only) \$ 73,271.93			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO <input checked="" type="checkbox"/> FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Mary Ann Wilkinson</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Elois J. Wiggins</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mary Ann Wilkinson		30c. DATE SIGNED 6/3/97		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Elois J. Wiggins		31c. DATE SIGNED 6/6/97	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)		40. PAID BY	
41c. DATE				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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STANDARD FORM 1449 (10-95)
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ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

A.1 SCHEDULE OF ITEMS AND PRICES

Upon receipt of a delivery order from the NRC Project Officer or designee, the Contractor shall provide career counseling services in accordance with Section B.2 at the prices stated below. All line items, with the exception of the travel to the NRC Regional offices, are firm fixed price and include all direct and indirect costs to perform the work specified in Section B.2.

A.1.1 BASE YEAR

Item No.	Supplies/Services	Est. Quan- tity	Unit	Fixed Unit Price	Amount
A. SUPPORT FOR HQ OFCS					
1.	Initial One-Hour Sessions (See Sec. B.2.5)	75	HRS	\$ 65.56	\$ 4,917.00
2.	Subsequent One-Hour Sessions (See Sec. B.2.5)	300	HRS	\$ 65.56	\$19,668.00
3.	Cancellation Fee For No-Shows (See Sec. B.3)	25	HRS	\$ 26.35	\$ 658.75
4.	Headquarters Liaison (See Sec. B.2.10)	20	HRS	\$ 38.08	\$ 761.60
5.	Group Follow-up Sessions to One-on-One (See Sec. B.2.5)	4	HRS	\$ 69.18	\$ 276.72
6.	Group Educational Sessions (See Sec. B.2.5)				
	(a) Small Group	20	HRS	\$ 107.77	\$ 2,155.40
	(b) Large Group	20	HRS	\$ 108.72	\$ 2,174.40
7.	Transition Sessions (Includes Regions) (See Sec. B.2.6)	380	HRS	\$ 57.73	\$21,937.40

A.1.1 (Continued)

B. ORAL PRESENTATIONS

Oral presentation to NRC Management (See Sec. B.7)	3	EA	\$ 156.73	\$ 470.19
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TOTAL ESTIMATED DIRECT LABOR FOR HQ: \$53,019.46

C. SUPPORT FOR REGIONAL OFFICES

1. Assist in Selection of Regional Career Counselors (See Sec. B.2.9)	4	EA	\$ 989.80	\$ 3,959.20
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TOTAL ESTIMATED DIRECT LABOR FOR REGIONS: \$ 3,959.20

2. Travel to Regions
for Transition Sessions
(See Sec. B.2.6)

a. Region I (King of Prussia, PA)	1	TRIP	\$1,066.41	\$ 1,066.41
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b. Region II (Atlanta, Georgia)	1	TRIP	\$1,682.18	\$ 1,682.18
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c. Region III (Lisle, Illinois)	1	TRIP	\$1,294.55	\$ 1,294.55
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d. Region IV (Arlington, Texas)	1	TRIP	\$1,479.63	\$ 1,479.63
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TOTAL ESTIMATED TRAVEL FOR REGIONS: \$ 5,522.77

TOTAL DIRECT LABOR/TRAVEL FOR BASE YEAR: \$62,501.43

D. OTHER DIRECT COSTS (Direct Material)

1. Counseling Materials for Headquarters (See Sec. B.2.7)	75	SETS	\$ 60.18	\$ 4,513.50
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2. Counseling Materials for Regional Offices (See Sec. B.2.11)	100	SETS	\$ 62.57	\$ 6,257.00
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TOTAL DIRECT MATERIALS FOR THE BASE YEAR: \$10,770.50

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: \$73,271.93

A.1.2 OPTION YEAR 1

Item No.	Supplies/Services	Est. Quan- tity	Unit	Fixed Unit Price	Amount
A. SUPPORT FOR HQ OFCS					
1.	Initial One-Hour Sessions (See Sec. B.2.5)	75	HRS	\$ 64.46	\$ 4,834.50
2.	Subsequent One-Hour Sessions (See Sec. B.2.5)	300	HRS	\$ 64.46	\$19,338.00
3.	Cancellation Fee For No-Shows (See Sec. B.3)	25	HRS	\$ 24.08	\$ 602.00
4.	Headquarters Liaison (See Sec. B.2.10)	20	HRS	\$ 36.15	\$ 723.00
5.	Group Follow-up Sessions to One-on-One (See Sec. B.2.5)	4	HRS	\$ 69.18	\$ 276.72
6.	Group Educational Sessions (See Sec. B.2.5)				
	(a) Small Group	20	HRS	\$ 107.76	\$ 2,155.20
	(b) Large Group	20	HRS	\$ 108.72	\$ 2,174.40
7.	Transition Sessions (Includes Regions) (See Sec. B.2.6)	30	HRS	\$ 56.39	\$21,428.20

B. ORAL PRESENTATIONS

Oral presentation to NRC Management (See Sec. B.7)	3	EA	\$ 160.42	\$ 481.26
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TOTAL ESTIMATED DIRECT LABOR FOR HQ: \$52,013.28

C. SUPPORT FOR REGIONAL OFFICES

1.	Assist in Selection of Regional Career Counselors (See Sec. B.2.9)	4	EA	\$1,014.47	\$ 4,057.88
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TOTAL ESTIMATED DIRECT LABOR FOR REGIONS: \$ 4,057.88

A.1.2 (Continued)

2. Travel to Regions
for Transition Sessions
(See Sec. B.2.6)

a. Region I (King of Prussia PA)	1	TRIP	\$1,078.69	\$ 1,078.69
b. Region II (Atlanta, Georgia)	1	TRIP	\$1,701.83	\$ 1,701.83
c. Region III (Lisle, Illinois)	1	TRIP	\$1,314.20	\$ 1,314.20
d. Region IV (Arlington, Texas)	1	TRIP	\$1,499.27	\$ 1,499.27

TOTAL ESTIMATED TRAVEL FOR REGIONS: \$ 5,593.99

TOTAL DIRECT LABOR/TRAVEL FOR OPTION YEAR 1: \$61,665.15

D. OTHER DIRECT COSTS (Direct Material)

1. Counseling Materials for Headquarters (See Sec. B.2.7)	75	SETS	\$ 60.39	\$ 4,529.25
2. Counseling Materials for Regional Offices (See Sec. B.2.11)	100	SETS	\$ 62.78	\$ 6,278.00

TOTAL DIRECT MATERIALS FOR OPTION YEAR 1: \$10,807.25

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1: \$72,472.40

A.1.3

OPTION YEAR 2

Item No.	Supplies/Services	Est. Quan- tity	Unit	Fixed Unit Price	Amount
A. SUPPORT FOR HQ OFCS					
1.	Initial One-Hour Sessions (See Sec. B.2.5)	75	HRS	\$ 66.40	\$ 4,980.00
2.	Subsequent One-Hour Sessions (See Sec. B.2.5)	300	HRS	\$ 66.40	\$ 19,920.00
3.	Cancellation Fee For No-Shows (See Sec. B.3)	25	HRS	\$ 24.80	\$ 620.00
4.	Headquarters Liaison (See Sec. B.2.10)	20	HRS	\$ 37.24	\$ 744.80
5.	Group Follow-up Sessions to One-on-One (See Sec. B.2.5)	4	HRS	\$ 70.13	\$ 280.52
6.	Group Educational Sessions (See Sec. B.2.5)				
	(a) Small Group	20	HRS	\$ 110.84	\$ 2,216.80
	(b) Large Group	20	HRS	\$ 117.79	\$ 2,355.80
7.	Transition Sessions (Includes Regions) (See Sec. B.2.6)	380	HRS	\$ 58.09	\$ 22,074.20

B. ORAL PRESENTATIONS

Oral presentation to NRC Management (See Sec. B.7)	3	EA	\$ 165.84	\$ 497.52
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TOTAL ESTIMATED DIRECT LABOR FOR HQ:	\$ 53,569.64
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A.1.3 (Continued)

C. SUPPORT FOR REGIONAL OFFICES

1.	Assist in Selection of Regional Career Counselors (See Sec. B.2.9)	4	EA	\$1,039.86	\$ 4,159.44
TOTAL ESTIMATED DIRECT LABOR FOR REGIONS:					\$ 4,159.44
2.	Travel to Regions for Transition Sessions (See Sec. B.2.6)				
	a. Region I (King of Prussia, PA)	1	TRIP	\$1,091.41	\$ 1,091.41
	b. Region II (Atlanta, Georgia)	1	TRIP	\$1,722.18	\$ 1,722.18
	c. Region III (Lisle, Illinois)	1	TRIP	\$1,334.55	\$ 1,334.55
	d. Region IV (Arlington, Texas)	1	TRIP	\$1,519.62	\$ 1,519.62
TOTAL ESTIMATED TRAVEL FOR REGIONS:					\$ 5,667.76
TOTAL DIRECT LABOR/TRAVEL FOR OPTION YEAR 2:					\$ 63,396.84

D. OTHER DIRECT COSTS (Direct Material)

1.	Counseling Materials for Headquarters (See Sec. B.2.7)	75	SETS	\$ 60.62	\$ 4,546.50
2.	Counseling Materials for Regional Offices (See Sec. B.2.11)	100	SETS	\$ 63.01	\$ 6,301.00
TOTAL DIRECT MATERIALS FOR OPTION YEAR 2:					\$ 10,847.50
TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2:					\$ 74,244.34
TOTAL ESTIMATED AMOUNT (BASE & OPTION YEARS):					\$219,988.67

CONTRACT CLAUSES

B.1 BACKGROUND

The Office of Personnel (OP) of the U.S. Nuclear Regulatory Commission (NRC) plans, develops, implements, and monitors comprehensive agency-wide training and development programs. As part of these programs, Career Counseling is offered to NRC employees, providing career and life planning counseling activities. In addition to providing individual and group career counseling for NRC Headquarters employees, the contract effort provides for limited support to the four NRC regional offices to ensure that all career counseling methods and procedures used are consistent throughout the agency.

The NRC desires to expand the career counseling program to incorporate the current reality of the federal workplace, where job opportunities and advancement are in a downward spiral rather than upward, reflecting a downsizing and reengineering of jobs environment. The program would enable counselees to discover their unique set of traits and characteristics that can be measured reliably and validly; and to identify occupations within NRC that fit counselees' skills and abilities, thus resulting in greater career success, productivity, and satisfaction. Such counseling involves three separate entities: one-on-one sessions, small and large group career counseling/career development sessions, and transition career counseling sessions for displaced or surplus employees.

In the case of a reduction in force, the Contractor shall provide career transition services to all surplus and displaced employees and assist in special selection priority for eligible employees.

B.2 SCOPE OF WORK

B.2.1 Program Description

The Contractor shall provide the necessary qualified personnel, materials, and services to provide one-on-one career counseling to a maximum of seventy-five (75) NRC Headquarters counselees a year. Each counselee shall receive five (5) individual counseling sessions, lasting a period of sixty (60) minutes. Periodically, but no more than twice in any one year, the Contractor shall conduct group counseling sessions in order to reinforce individual counseling activities. In addition, the Contractor shall conduct, as required small and large group educational sessions related to career enhancement to maintain currency on career strategies/techniques. The Contractor shall also provide limited support to the NRC's regional offices' career counseling program. Finally, the Contractor shall provide career transition services agency-wide to all surplus or displaced

B.2.1 (Continued)

NRC employees.

B.2.2 Contract Objectives

With built-in flexibility to meet individual needs, the Contractor shall provide the following services to all participants:

1. Assist employees in exploring career options within NRC.
2. Heighten employee awareness of qualifications for positions of interest, including experience and education, and the ability to communicate them to others.
3. Assist employees in clarifying their traits, characteristics, priorities, and interests, related to career choices.
4. Provide information and resources related to career and occupational planning and job requirements for the position an individual holds now or aspires to attain.
5. Assist employees in understanding how to bring more of their skill, talents, and energy to the work they do today and how to plan for applying their capabilities to work in the future.
6. Assist employees in understanding career opportunities and limitations available within the NRC, other federal agencies, and the private sector.
7. Provide employees with the knowledge and skill in resume preparation and interview techniques.
8. Assist employees in establishing their short-term and long-term goals to achieve optimum career and personal growth.
9. Assist employees in increasing their knowledge of job search techniques.
10. Provide assistance and guidance in developing Individual Development Plans (IDP). (See Attachment 2)
11. Provide group career counseling sessions where best practices, current thinking on career development techniques are taught.

B.2.3 Location of the Career Counseling Sessions

The Contractor shall conduct all career counseling sessions in office space provided by the NRC in the Two White Flint North Building, located at 11545 Rockville Pike, Rockville, MD.

B.2.4 Participation in the Program

Participation of NRC personnel in the one-on-one counseling program is strictly voluntary. All career counseling sessions are considered confidential between the counselor and the counselee. In the event an individual participant elects to terminate his/her participation in the program before completing five sessions, the Government will be obligated to pay only for those sessions actually completed. Such unused hours may be pooled and, at the NRC's option, additional participants may be selected for counseling within the number and monetary value of this pool of hours. Rates to be paid for these additional participants shall be the same as those for initial and subsequent one-hour sessions as stipulated in the Schedule of Items and Prices.

B.2.5 Types of Sessions

I. INDIVIDUAL SESSIONS

The NRC Project Officer will issue a delivery order to the Contractor that includes a list of interested counselees and a phone book. The Contractor shall make all of the career counseling appointments within three (3) working days of issuance of the delivery order. The Contractor can schedule blocks of time, if so desired, as long as it is not too restrictive for allowing flexible scheduling of appointments by employees.

- a. Each participant will complete five (5) individual counseling sessions, each lasting 60 minutes.
- b. If a participant does not require all five (5) sessions, the Contractor shall stop at the appropriate number mutually agreed upon by the counselee and counselor. Unused counseling time may be utilized to counsel other employees. (See Attachment 3 for required form used in tracking counselee attendance).
- c. Contractor shall allow sufficient intervals between sessions as mutually agreed upon between counselee and counselor so that counselee may accomplish tasks assigned in the previous counseling session.
- d. From six to eight months after completion of the initial five counseling sessions, the NRC Project Officer may request the Contractor to conduct group follow-up sessions. The purpose of these sessions is to ensure that counseled employees have stayed on track and are committed to their short-term and long-term goals and shall be designed to provide further assistance to the counselee. These sessions will be two hours in length, with a maximum of ten employees per group. It is estimated that there will be two sessions offered per year depending on the level of interest. These sessions will be designed to provide further assistance to the counselee.

B.2.5 (Continued)

As a minimum, Session 1 of the one-on-one counseling shall include the following:

1. Review of the program's format and content.
2. Articulation of the career counseling goals by the counselor.
3. Review of prior education and work experience.
4. Development of mutual goals and expectations.
5. Identification of personal traits and characteristics applicable to the job requirements presently held or aspired to and provide measures to validate.
6. Assign materials for counselee's self-assessment.
7. As appropriate, give instructions for self-administration of the interest and/or personality preference inventories.
8. Provide a realistic discussion of Federal employment in a downsizing, reengineering environment and provide innovative solutions for Federal employees to attain career success and job satisfaction.

At the end of Session 1, the counselor shall direct the counselee to be responsible for completing the following prior to Session 2:

1. Self-assessment assignments.
2. As appropriate, completion of any interest and/or personality preference inventories, and return to counselor.

As a minimum, Sessions 2 through 5 of the one-on-one counseling shall include the following:

1. Assist counselee in the preparation of the Standard Form 171, Optional Form 612, or resume, if desired by the counselee.
2. Provide information and discussion of the Merit Selection process.
3. Assist counselee with interview techniques, i.e., mock interviews.
4. Identify training and educational sources.

B.2.5 (Continued)

5. Identify "realistic" short and long-term goals.
6. Provide direction relating to career goals.
7. Assist counselee in exploring their personal attributes through tests, inventories, and probing questions; discover more about jobs and occupational information; learn about decision making; relate jobs to self; identify the pros and cons of job/occupational information; and take direct action to achieve career success.
8. Provide a close-out session making sure session goals were met.

II. GROUP EDUCATIONAL SESSIONS

The Contractor shall conduct small and large group sessions designed to provide career information to NRC employees. Small group sessions will consist of 25-30 employees; large group sessions will consist of 30 or more employees. These sessions will include employees of varying skills or employees with specific skills such as all secretaries, all nuclear engineers, etc. These sessions shall, at a minimum, last from one to two hours. Session topics may vary depending upon current agency needs, and shall be approved by the NRC Project Officer.

As a minimum, participants in the small and large group of career counseling/development sessions shall be taught to:

- a. shift their thinking from entitlement to seeking new opportunities within today's federal organizational realities;
- b. realize the sources of power within their career and the value they bring to the workplace by leveraging these sources;
- c. bring who they are to what they do;
- d. understand the federal organization career system and how individuals can best use tools and resources; and
- e. realistically understand the underlying relationship between personal skills and motivators and organizational direction.

E.2.6 Transition Career Counseling Sessions

It is anticipated that the Contractor shall provide transition career counseling to eligible employees. It is estimated that no more than thirty (30) employees per year will be involved. Each employee shall receive no more than ten (10) hours of career counseling with the counseling being a mix of one-on-one and small group sessions.

Should it be necessary to provide the transition career counseling services for surplus or displaced NRC employees to the regional offices, the NRC Headquarters Contractor shall provide the counseling services.

B.2.7 Headquarters Career Counseling Program Materials

Counseling materials shall be distributed to each participant during individual and group sessions. The Contractor shall develop, reproduce, and distribute all materials as appropriate. Materials are to be printed so that graphic items are reproduced in a clean, clear, and legible manner. Participant materials shall be approved by the NRC Project Officer.

As a minimum, career counseling materials shall consist of the following:

1. A workbook distributed to each counselee. This workbook shall contain information about self-assessment activities, occupational search techniques, career decision making approaches, communication and interview guidelines, and a bibliography and source material helpful to the counselee.
2. Self-assessment instruments provided to each counselee (e.g. Myers-Briggs Type Indicator, Strong-Campbell Assessment Instrument, etc.). While these instruments can be useful assessment tools, they must not be relied upon solely because of the possibility of relating women's scores to traditionally female careers and men's scores to traditionally male careers. The NRC desires to go beyond this concept and introduce threshold trait analysis to provide a broader basis for equal employment and career choices.

Traits fall into five domains such as social, motivational, learned, mental problem solving, and physical. The Contractor shall discuss similar ideas on how to achieve success in career development.

3. Appropriate career handout materials may be distributed at one-on-one small group counseling sessions and during small and large group educational programs.

B.2.8 Career Counseling Program Evaluation Questionnaire

Within ten (10) working days of the effective date of the contract, the Contractor shall submit a participant evaluation form to the NRC Project Officer for approval. The form shall have questions to indicate the degree to which a counselee was able to fulfill his/her individual goals during the career counseling. Such evaluation shall ensure the anonymity of each participant and shall provide some of the data for the reporting requirements. Upon completion of the counseling, each counselee will complete the approved evaluation form and give it to the counselor.

B.2.9 Regional Career Counseling Services

The NRC provides career counseling services in each of its four regional offices. The four regional offices are located in: King of Prussia, Pennsylvania (Region I); Atlanta, Georgia (Region II); Lisle, Illinois (Region III); and Arlington, Texas (Region IV). The independent career counselors perform under separate, individual purchase orders with the NRC. At the request of the Headquarters Project Officer, the Contractor shall provide limited service to the regional program as follows:

1. At the request of the NRC Project Officer, the Contractor shall provide a list of at least three (3) qualified career counselors to provide the services called for in this Statement of Work and located in close proximity to the regional office. The Headquarters Contractor shall provide the names, addresses, and telephone numbers of the identified counselors.
2. Upon appointment of new regional counselors, the Headquarters Contractor shall meet (the regional counselor will come to NRC Headquarters) with the regional counselor to provide orientation and information related to Career Counseling Program consistency.

B.2.10 Liaison Between Headquarters and Regions

The NRC Headquarters Contractor shall be responsible for performing the services listed below on a quarterly basis where counseling has been conducted by the regional career counselor in any of the four NRC regional offices:

1. Integrate statistical data and reports provided from each regional career counselor.
2. Analyze client evaluation forms and quarterly reports submitted by (as well as information derived from telephone contacts with) the regional counselors, identify potential problem areas and inconsistencies in methods or career counseling procedures used in counseling regional personnel,

B.2.10 (Continued)

discuss resolutions, and provide recommendations to NRC (OP/ODT) for overall improvement of the NRC Career Counseling Program.

3. Provide evaluation of regional counseling program through analysis of the counselee evaluation forms and regional reports to assure conformance with NRC Headquarters counseling program.

B.2.11 Contractor-Furnished Career Counseling Materials for the Regions

To ensure consistency of the Career Counseling Program throughout NRC, the Contractor shall provide to each regional career counselor, copies of the Career Counseling guidebook and self-diagnostic instruments to be administered by the regional career counselor. The NRC Project Officer shall be furnished with a list of the materials provided to the regional career counselor.

It is anticipated that each Region will have the following number of participants per year:

Region I	25 per year
Region II	25 per year
Region III	25 per year
Region IV	25 per year

B.3 CANCELLATION OF SESSION(S)

If a counselee is unable to attend a scheduled session and the counselee has not provided the Contractor with a twenty-four hour advance notification, the cancellation fee shown in Section A.1 shall apply.

B.4 CONFIDENTIALITY OF COUNSELING SESSIONS

In providing counseling sessions, the Contractor may be furnished, develop or acquire, confidential or privileged information from or counselee. In this regard, the Contractor is obligated and maintain the confidentiality of such information, as well as, the counselee. Failure to comply with this clause shall be grounds termination of this contract.

B.5 PACKAGING AND MARKING (MAR 1987)

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 Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

B.6 POOR WORKMANSHIP AND/OR FAILURE TO MEET DEADLINES

The NRC Project Officer will review Contractor-furnished career counseling materials for appropriateness, quality and quantity. Should errors occur such as omissions, incorrect collation, illegibility, and packaging, that are caused by the Contractor, the NRC will reject the material and the Contractor shall correct all errors.

**B.7 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on July 25, 1997 and will expire on July 24, 1998. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

B.8 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

Reports shall clearly distinguish between activities by NRC Headquarters and the Regions. Three (3) copies of each report shall be submitted to the NRC Project Officer within 30 calendar days following the end of the reporting period. The first reporting period begins on the effective date of the contract, with the first quarter ending September 30, 1997. The Contractor shall provide the following required reports:

I. QUARTERLY REPORTS

Reports shall contain:

- a. Number of all counseling sessions completed.
- b. A brief discussion of session results for those counselees whose sessions were completed. The Contractor shall not identify any individuals in these reports.
- c. Statistics on each counselee entering the program, including gender, ethnic background, and office of participants.

B.8 (Continued)

- d. A brief analysis and discussion of trends related to employee career concerns, status of contract activities, and problems or issues the Contractor has encountered.
- e. Summary report of the participant evaluation form, including the original evaluation form.
- f. Number of attendees in group career counseling and group educational career development sessions with purpose, goals, and discussion topics delineated and what was achieved during the session based on feedback from attendees.

Statistical data and reports from regional counselors shall be integrated into the reports to include a summary of activities and findings resulting from career counseling services. Further, a summary of liaison services shall be provided in support of the regional offices.

II. YEARLY REPORTS

A report shall be submitted to the NRC Project Officer within fifteen (15) calendar days before the contract year ends. Reports shall cover all counseling activities and include the following:

- a. the number of sessions, the number of voluntary counselees counseled, and the results of the counselees' evaluations of counseling provided for the preceding twelve-month period. The third year report shall cover the entire three-year period analyzing and providing career counseling results.
- b. a statistical summary of activities, to include number of sessions, gender, ethnic background, and office of participants; summary description of activities, trends and problems encountered, etc.

Statistical data and reports from regional counselors shall be integrated into the reports to include a summary of activities and findings resulting from career counseling services. Further, a summary of liaison services shall be provided in support of the regional offices.

III. ORAL PRESENTATIONS

The NRC Project Officer may call upon the Contractor to present an oral presentation to higher management on any quarterly report submitted. This requirement will not exceed nine times during the life of the contract. The presentation shall be approximately one hour in length. Such presentation will take place in the Two White Flint North Building. Scheduling for such a presentation

B.8 (Continued)

will be at a mutually agreed upon time. If the NRC Project Officer determines the presentation is necessary, it will be within thirty (30) calendar days after receipt of the applicable quarterly report.

B.9 MEETINGS AND TRAVEL FOR CONTRACT ADMINISTRATION

All meetings will take place in the NRC Headquarters Building, located at 11545 Rockville Pike, Rockville, MD 20852.

1. Within ten (10) working days after the effective date of the contract, the Contractor shall participate in 1 one hour post-award orientation meeting with NRC Division of Contracts and Office of Personnel. No more than three (3) Contractor personnel shall be in attendance.
2. During the first year of the contract, it is anticipated that five (5) one-day meetings between the Contractor and the NRC Project Officer may be necessary to make certain that the Contractor understands the culture and environment of the NRC workplace. No more than two (2) Contractor personnel shall attend these fact-finding meetings.
3. If the option is exercised for the second and third year of the contract, it is anticipated that two (2) meetings per year may be necessary to coordinate and discuss current career development and counseling techniques. No more than one (1) Contractor staff member shall attend these meetings.

B.10 NRCAR 2052.204 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

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

B.11 SITE ACCESS BADGE PROCEDURES

The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the Contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The Contractor representative will submit the documents to the NRC Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The Contractor will advise the NRC Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been

B.11 (Continued)

granted, NRC building access approval. It is the responsibility of the Contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

B.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

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

Office space in which to conduct the career counseling sessions, including office furniture appropriate for the room, VCR, monitor, and overhead.

- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

B.13 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

**B.14 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)**

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs

3.14 (Continued)

incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. 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) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

B.15 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL
ITEMS (MAY 1997)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract

B.15 (Continued)

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

- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and

- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232.33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this

B.15 (Continued)

contract.

- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

[End of Clause]

B.16 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$73,271.93. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$20,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.16 (Continued)

[End of Clause]

B.17 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 25, 1997 through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

B.18 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of contract ceiling amount,
 - (2) Any order for a combination of items in excess of contract ceiling amount; or
 - (3) A series of orders from the same ordering office within 120 working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

B.18 (Continued)

- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

B.19 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be

B.19 (Continued)

specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 working days beyond the contract expiration date.

[End of Clause]

B.20 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

N/A

- (b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

B.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

[End of Clause]

**B.22 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT**

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section B. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

B.23 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Mary C. Tamberrino (Key Career Counselor)
Brian G. Easley (Alternate Career Counselor)

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,

B.23 (Continued)

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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]

B.24 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

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

Name: Lillian van Santen

Address: U.S. Nuclear Regulatory Commission
Office of Personnel - MailStop TWF-3 D45
Organizational Development and Training
Washington, D.C. 20555

Telephone Number: (301) 415-7099

B.24 (Continued)

(b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

B.25 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

B.25 (Continued)

- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- XX (6) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) Reserved.
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

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

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

B.25 (Continued)

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

B.26 ATTACHMENTS (MAR 1987)

Attachment Number	Title
01	Billing Instructions
02	Individual Development Plan (IDP) Form
03	Attendance Form
04	ACH Vendor Enrollment Form