

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

35

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

1. DATE OF ORDER 09/27/2021		2. CONTRACT NO. (If any) GS-00F-404GA		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310021F0157		4. REQUISITION/REFERENCE NO. SBCR-21-0018		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: JANET SMITH				f. SHIP VIA	
a. NAME OF CONTRACTOR IVY PLANNING GROUP LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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 6701 DEMOCRACY BLVD SUITE 300				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 BETHESDA		e. STATE MD	f. ZIP CODE 20817	10. REQUISITIONING OFFICE OFF OF SMALL BUS CIVIL RIGHTS	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule					

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input checked="" type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input checked="" type="checkbox"/> h. EDWOSB VETERAN-OWNED ELIGIBLE UNDER THE WOSB PROGRAM				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
b. ACCEPTANCE Destination				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)
	The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Task Order for Diversity and Inclusion Services. In addition to the terms and conditions set forth in the awardee's GSA Federal Supply Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME						
b. STREET ADDRESS (or P.O. Box)						17(i) GRAND TOTAL
c. CITY						
d. STATE						\$125,000.00
e. ZIP CODE						

22. UNITED STATES OF AMERICA BY (Signature)		09/27/2021		23. NAME (Typed) Margo Katzper TITLE: CONTRACTING/ORDERING OFFICER	
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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
09/27/2021

CONTRACT NO.
GS-00F-404GA

ORDER NO.
31310021F0157

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Schedule No. GS-00F-404GA, this Task Order is issued in accordance with the attached Statement of Work and the terms and conditions specified herein. Accounting Info: 2021-X0200-FEEBASED-7P-7PD002-D1367-51-K-188-252A-7P-D1367 PL K Period of Performance: 09/28/2021 to 09/27/2022					

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

\$0.00

B - Continuation Pages	4
B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION.....	4
B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS.....	4
B.3 PERIOD OF PERFORMANCE ALTERNATE III	4
B.4 PRICE/COST SCHEDULE.....	4
B.5 STATEMENT OF WORK	9
C - Contract Clauses	22
C.1 PACKAGING AND MARKING	22
C.2 BRANDING	22
C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)	22
C.4 PLACE OF DELIVERY-REPORTS.....	22
C.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT.....	22
C.6 REGISTRATION IN FEDCONNECT® (MAY 2021)	23
C.7 ELECTRONIC PAYMENT (DEC 2017)	23
C.8 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT	24
C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS.....	24
C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS.....	25
C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES.....	25
C.12 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS	25
C.13 KEY PERSONNEL. (JAN 1993)	26
C.14 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)	26
C.16 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999).....	27
C.17 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)	27
C.18 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)	27
C.19 52.219-14 LIMITATIONS ON SUBCONTRACTING. (SEP 2021)	28
C.20 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)	30
C.21 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984).....	32
C.22 52.224-2 PRIVACY ACT. (APR 1984).....	32
C.23 52.232-22 LIMITATION OF FUNDS. (APR 1984)	33

B - Continuation Pages

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

- (a) The title of this project is: Diversity and Inclusion Services
- (b) Summary work description: The objective of this acquisition is to provide leadership development and change management services with a focus on diversity and inclusion management for the NRC. NRC requires a contractor with the capability of providing Assessment, Management Consulting, Training and Development consulting, and Facilitation and Engagement services.

B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS

- (a) The ceiling of this order for services exercised is currently \$98,551.62. This amount will increase upon exercise of any optional tasks and/or option years as shown Section B.3.
- (b) The total amount of the Firm-Fixed-Price portion of the Base Period of the contract is \$92,551.62 in accordance with section B.3.
- (c) The amount presently obligated with respect to this order is \$125,000.00. 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 exercises optional tasks and/or option years, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the exercised tasks and obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

B.3 PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on September 28, 2021 and will expire on September 27, 2022 . The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

The term of this contract may be extended at the option of the Government for an additional six months.

Base Period: 09/28/2021 - 09/27/2022

Option Period(s):

Option Period 1: September 28, 2022 - September 27, 2023

Option Period 2: September 28, 2023 - September 27, 2024

Option Period 3: September 28, 2024 - September 27, 2025

Option Period 4: September 28, 2025 - September 27, 2026

B.4 PRICE/COST SCHEDULE

BASE YEAR

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services					
0001	NRC Dialogue Cohort	3	Each	\$ [REDACTED]	[REDACTED]
B 1.1 Optional Task – Cohort Materials Updates					
0002	Senior Subject Matter Expert	30	HRS	\$ [REDACTED]	[REDACTED]
0003	Senior Project Manager	10	HRS	\$ [REDACTED]	[REDACTED]
0004	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.1 Optional Task 1 - Additional Facilitation and Training Services					
0005	Senior Subject Matter Expert	25	HRS	\$ [REDACTED]	[REDACTED]
0006	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0007	Data Research Analyst	2	HRS	\$ [REDACTED]	[REDACTED]
B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services					
0008	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0009	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0010	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services					
0011	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0012	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0013	Data Research Analyst	30	HRS	\$ [REDACTED]	[REDACTED]
B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services					
0014	Senior Subject Matter Expert	40	HRS	\$ [REDACTED]	[REDACTED]
0015	Senior Project Manager	20	HRS	\$ [REDACTED]	[REDACTED]
0016	Data Research Analyst	10	HRS	\$ [REDACTED]	[REDACTED]
ODC					
0017	Travel		NTE	\$ 6,000	\$ 6,000
Total Estimated (Base and Optional Task) Cost					\$ [REDACTED]

OPTION YEAR 1					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services					
0001	NRC Dialogue Cohort	3	Each	\$ [REDACTED]	[REDACTED]
B 1.1 Optional Task – Cohort Materials Updates					
0002	Senior Subject Matter Expert	30	HRS	\$ [REDACTED]	[REDACTED]
0003	Senior Project Manager	10	HRS	\$ [REDACTED]	[REDACTED]
0004	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.1 Optional Task 1 - Additional Facilitation and Training Services					
0005	Senior Subject Matter Expert	25	HRS	\$ [REDACTED]	[REDACTED]
0006	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0007	Data Research Analyst	2	HRS	\$ [REDACTED]	[REDACTED]
B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services					
0008	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0009	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0010	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services					
0011	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0012	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0013	Data Research Analyst	30	HRS	\$ [REDACTED]	[REDACTED]
B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services					
0014	Senior Subject Matter Expert	40	HRS	\$ [REDACTED]	[REDACTED]
0015	Senior Project Manager	20	HRS	\$ [REDACTED]	[REDACTED]
0016	Data Research Analyst	10	HRS	\$ [REDACTED]	[REDACTED]
ODC					
0017	Travel		NTE	\$ 6,000	\$ 6,000
Total Estimated (Base and Optional Task) Cost					\$ [REDACTED]

OPTION YEAR 2					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services					
0001	NRC Dialogue Cohort	3	Each	\$ [REDACTED]	[REDACTED]
B 1.1 Optional Task – Cohort Materials Updates					
0002	Senior Subject Matter Expert	30	HRS	\$ [REDACTED]	[REDACTED]
0003	Senior Project Manager	10	HRS	\$ [REDACTED]	[REDACTED]
0004	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.1 Optional Task 1 - Additional Facilitation and Training Services					
0005	Senior Subject Matter Expert	25	HRS	[REDACTED]	[REDACTED]
0006	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0007	Data Research Analyst	2	HRS	\$ [REDACTED]	[REDACTED]
B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services					
0008	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0009	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0010	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services					
0011	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0012	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0013	Data Research Analyst	30	HRS	\$ [REDACTED]	[REDACTED]
B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services					
0014	Senior Subject Matter Expert	40	HRS	\$ [REDACTED]	[REDACTED]
0015	Senior Project Manager	20	HRS	\$ [REDACTED]	[REDACTED]
0016	Data Research Analyst	10	HRS	\$ [REDACTED]	[REDACTED]
ODC					
0017	Travel		NTE	\$ 6,000	\$ 6,000
Total Estimated (Base and Optional Task) Cost					\$ [REDACTED]

OPTION YEAR 3					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATE TOTAL PR
B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services					
0001	NRC Dialogue Cohort	3	Each	\$ [REDACTED]	[REDACTED]
B 1.1 Optional Task – Cohort Materials Updates					
0002	Senior Subject Matter Expert	30	HRS	\$ [REDACTED]	[REDACTED]
0003	Senior Project Manager	10	HRS	\$ [REDACTED]	[REDACTED]
0004	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.1 Optional Task 1 - Additional Facilitation and Training Services					
0005	Senior Subject Matter Expert	25	HRS	\$ [REDACTED]	[REDACTED]
0006	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0007	Data Research Analyst	2	HRS	\$ [REDACTED]	[REDACTED]
B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services					
0008	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0009	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0010	Data Research Analyst	0	HRS	\$ [REDACTED]	[REDACTED]
B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services					
0011	Senior Subject Matter Expert	15	HRS	\$ [REDACTED]	[REDACTED]
0012	Senior Project Manager	5	HRS	\$ [REDACTED]	[REDACTED]
0013	Data Research Analyst	30	HRS	\$ [REDACTED]	[REDACTED]
B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services					
0014	Senior Subject Matter Expert	40	HRS	\$ [REDACTED]	[REDACTED]
0015	Senior Project Manager	20	HRS	\$ [REDACTED]	[REDACTED]
0016	Data Research Analyst	10	HRS	\$ [REDACTED]	[REDACTED]
ODC					
0017	Travel		NTE	\$ 6,000	\$ 6,000
Total Estimated (Base and Optional Task) Cost					\$ [REDACTED]

OPTION YEAR 4					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATE TOTAL PR

B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services					
0001	NRC Dialogue Cohort	3	Each		
B 1.1 Optional Task – Cohort Materials Updates					
0002	Senior Subject Matter Expert	30	HRS	\$	
0003	Senior Project Manager	10	HRS	\$	
0004	Data Research Analyst	0	HRS	\$	
B 2.1 Optional Task 1 - Additional Facilitation and Training Services					
0005	Senior Subject Matter Expert	25	HRS	\$	
0006	Senior Project Manager	5	HRS	\$	
0007	Data Research Analyst	2	HRS	\$	
B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services					
0008	Senior Subject Matter Expert	15	HRS	\$	
0009	Senior Project Manager	5	HRS	\$	
0010	Data Research Analyst	0	HRS	\$	
B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services					
0011	Senior Subject Matter Expert	15	HRS	\$	
0012	Senior Project Manager	5	HRS	\$	
0013	Data Research Analyst	30	HRS	\$	
B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services					
0014	Senior Subject Matter Expert	40	HRS		
0015	Senior Project Manager	20	HRS	\$	
0016	Data Research Analyst	10	HRS	\$	
ODC					
0017	Travel		NTE	\$ 6,000	\$ 6,000
Total Estimated (Base and Optional Task) Cost					\$

Estimated total contract value: \$ 739,930.81

B.5 STATEMENT OF WORK

Background

The U.S. Nuclear Regulatory Commission (NRC) seeks to create and maintain a work environment in which every employee can and desires to do his/her best work, thereby increasing the agency's organizational capacity to achieve its mission. In order to accomplish this goal, the agency established an Inclusive Diversity Strategic Plan (IDSP) to ensure continued progress in reaching the diversity management goals, promoting a discrimination-free work environment, and providing opportunities for all employees to use their diverse talents to support the agency's mission. Relevant documents and information can be found at <https://www.nrc.gov/about-nrc/employment/workingatnrc.html>. The NRC must maintain an ongoing effort to implement this Plan, assess and determine its changing organizational culture and its "cultural roots" or those underlying assumptions for success which drive the behavior of

the members of our organization. The offices and the agency as a whole must continue to undergo “organizational/cultural awareness” and subsequent “organizational improvement/change” processes to meet the challenges and opportunities presented today and in the future.

In 2016, the Office of Small Business and Civil Rights launched the pilot of NRC DIALOGUE (Diversity Inclusion Awareness – Leading Organizational Growth, Understanding, and Engagement). The program was based on OPM best practices, NASA's Diversity Dialogue Project, as well as other NRC initiatives. The extension of the NRC values and culture into the D&I program make this experience unique to the NRC. In improving and continuing the reach of NRC DIALOGUE, NRC continues to require the support of qualified contractor personnel with specialized expertise to support the NRC's D&I Management educational/ awareness process, advocacy, strategic justification and planning, cultural and organizational diagnostic and assessment audit, survey development, measurement including tools, links to major human resource management initiatives, feedback and change Management.

The success of the NRC DIALOGUE Program has been in the open, facilitated activity and discussion approach. In consultation with Office of Small Business and Civil Rights (SBCR), contractors have led 20-24 member cohorts of NRC staff through 12 weeks of activities, exposure, education, and discussion on various facets of diversity. After successful completion of the Program, employees should be better able to engage in difficult conversations and are known as DIALOGUE Ambassadors.

This is a non-personal services agreement to provide diversity and inclusion (D&I) Assessment, Management Consulting, Training and Development Consulting, and Facilitation and Engagement services for the purposes of moving the NRC to the appropriate level of inclusion and employee engagement.

In accordance with EO 13583, the NRC seeks to equip its leaders and staff with the best tools for assessing, understanding and engaging the agency of matters relating to diversity and inclusion.

“Our Nation derives strength from the diversity of its population and from its commitment to equal opportunity for all. We are at our best when we draw on the talents of all parts of our society, and our greatest accomplishments are achieved when diverse perspectives are brought to bear to overcome our greatest challenges.”

- President Barack Obama, Executive Order 13583 of August, 2011

Objective

The objective of this acquisition is to provide leadership development and change management services with a focus on diversity and inclusion management for the NRC. NRC requires a contractor with the capability of providing Assessment, Management Consulting, Training and Development consulting, and Facilitation and Engagement services.

Scope of Work/Tasks

The contractor shall provide all resources necessary (personnel, equipment and materials) to accomplish the tasks and deliverables described in this Statement of Work (SOW).

Diversity and Inclusion support Services include providing leadership training and development

through implementation of the NRC DIALOGUE program. The contractor shall additionally provide program management support services.

The Contractor shall provide a range of leadership development and change management services with a focus on diversity and inclusion management in the following areas listed below:

1. Diversity and Inclusion Facilitation and Engagement Services
2. Diversity and Inclusion Training and Development Consulting Services
3. Diversity and Inclusion Assessment Services
4. Diversity and Inclusion Consulting Services

Specifically, in the performance of this requirement the Contractor shall:

- Collaborate and consult with staff in preparing Diversity, Equity, and Inclusion curricula and/or programs.
- In collaboration with SME/POCs from the SBCR, execute and facilitate up to three cohorts (of approximately 20 participants per cohort) per year of the NRC DIALOGUE.
- Meet and consult with SBCR and its partners to ensure a consistent vision and culture of NRC is being communicated and the goal of the service requested is clearly communicated as well.
- Collaborate with the SBCR, the Office of the Chief Human Capital Officer (OCHCO), and the Diversity Management and Inclusion Council (DMIC) and their internal stakeholders to define, analyze, and finalize work processes and operating procedures as it relates to agency-wide diversity and inclusion management.
- Assist the NRC in a wide range of strategic leadership planning, change management and programmatic activities.

B 1 Task 1 Diversity and Inclusion Facilitation and Engagement Services

In collaboration with SME/POCs from the Office of Small Business and Civil Rights (SBCR), execute and facilitate up to three cohorts per year of the NRC DIALOGUE. Each cohort will have approximately 20 participants and meet once each week for approximately 12 weeks in 2-hour increments. The Contractor shall employ the NRC DIALOGUE structure and approach, in conjunction with their own course media and materials with the approval of the COR, to create an experience unique to the cohort. Materials provided by the contractor may be proprietary, off-shelf or previously modified presentations.

We are not looking for a course to be developed.

Upon COR approval, the contractor shall conduct the facilitation of programming to deliver Diversity, Equity, and Inclusion activities and/or programs.

Cohort facilitation may include, but is not limited to,

- (1) Clarifying a deeper understanding of D&I issues among agency employees;
- (2) Enhancing personal growth and effectiveness through the processes of listening, introspection, finding meaning, and building acceptance for differing perspectives;
- (3) Establishing a safe and confidential environment where employees can discuss and explore the full spectrum of diversity topics and how these aspects of diversity affect our ability to work together;
- (4) Continuing efforts to build an organizational climate in which employees respect, appreciate and value individual differences;
- (5) Determining common value and belief systems; and

(6) Enabling managers, supervisors and staff to have a better understanding of the differences that show up in the workplace and how these differences can be utilized for the agency's advantage.

At the conclusion of a cohort experience, the contractor shall develop a closing session report and debrief, that includes pre and post knowledge checks, materials and other information unique to the cohort. The report and debrief shall include any recommendations for updates or modifications to the program materials for future cohorts. The closing session report will be due 45 days post the final meeting of the cohort.

B 1.1 Optional Task – Cohort Materials Updates

The contractor shall revise materials for presentation to the cohort to reflect changes to newly issued laws, regulations or executive orders that directly impact topics related to diversity, equity and inclusion. All revised materials must be submitted for approval to the COR not less than one week prior to presentation to the group.

B 2 Optional Tasks

B 2.1 Optional Task 1 - Additional Facilitation and Training Services

The contractor may be requested, in collaboration with the COR and government subject matter expert, to provide additional facilitation and training services, as directed, in an area of D&I and focusing on agency needs across wide and varied areas, including, but not limited to: implicit bias, conscious inclusion, prevention of discrimination and microaggressions, empathy, civility, bystander intervention and cultural sensitivity. Services in this area may be directed at specific groups (e.g., DIALOGUE graduates, career development program participants, civil rights specialists or other constituents of the Office of Small Business and Civil Rights). If required the contractor shall produce a one topic event or workshop for the targeted audience.

B 2.2 Optional Task 2 - Diversity and Inclusion Training and Development Consulting Services

The contractor shall provide recommendations for the training and development needs of managers, supervisors, and employees at the NRC to improve diversity and inclusion (D&I). Training services may include but are not limited to, 1) providing recommendations for off-the-shelf and customized training to meet specific agency needs related to management, organizational and business improvement efforts, 2) serve as subject matter experts on D&I to support training development activities, and 3) provide formal and informal workshops and seminars on D&I for NRC employees.

Training and development goals will be determined when the specific training needs are identified and may include:

- (1) Enhancing leadership skills;
- (2) Enhancing continuous improvement of management skills,
- (3) Developing workflow processes and overall team effectiveness;
- (4) Increasing management and employee "buy-in" to necessary D&I organizational changes;
- (5) Team building;
- (6) Enhancing performance management; and
- (7) Developing skills and methodologies to facilitate successful D&I outcomes.

B 2.3 Optional Task 3 - Diversity and Inclusion Assessment Services

As directed, and as appropriate, the contractor shall perform any one or combination of the

following:

- a. Review diversity and trend analysis reports. The contractor shall also collect and analyze NRC's diversity data by demographic cohort in the following areas: permanent staff, senior executive service (SES) staff, manager and supervisor staff, hires, departures, mid-level feeder groups, targeted disability hires, performance appraisal data and awards.
- b. Conduct trend analyses of data gathered from the Office of the Chief Human Capital (OCHCO) officer.
- c. Conduct a demographics comparative analysis between NRC and Industry Standards to include (ORISE, CPDF, CLF, NASA, DOE, NIST, NSF and EPA or other appropriate agencies)
- d. Conduct interviews and focus groups.

B 2.4 Optional Task 4 - Diversity and Inclusion Management Consulting Services

Upon request, the contractor shall provide diversity and inclusion consulting services at Headquarters or Regional offices and will focus on research and evaluation, technical assistance, business process redesign, strategic planning and change management, leadership development, and professional staff support.

Services should:

- (1) Clarify the goals and needs;
- (2) Conduct a gap analysis between the existing organizational state and the desired state;
- (3) Secure management commitment;
- (4) Develop individual and organizational timelines for implementation;
- (5) Create buy in; and
- (6) Develop an innovative forward-thinking organization.

B 3 Estimated Labor Categories, Key Personnel and Levels of Effort

Labor Categories, Requirements and Key Personnel. Personnel working under this contact/order shall meet the minimum requirements for experience and education, as follows:

Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Senior Subject Matter Expert	Shall have a minimum of 5 – 10 years' experience delivering training, consulting, and facilitation to Federal Government at the executive leadership level.	Yes
Senior Project Manager*	Shall have a minimum of 5 – 10 years' experience managing projects related to training, consulting, and facilitation.	Yes
Data Research Analyst	Shall have a minimum of 3 – 5 years' experience analyzing data.	No

***See NRCAR 2052.215-70, “Key Personnel”**

B 4 Reporting Requirements

B 4.1 Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report 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 tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

B 4.2 Closing Cohort Report

At the conclusion of a cohort experience, the contractor shall develop a closing session report and debrief, that includes pre and post knowledge checks, materials and other information unique to the cohort. The report and debrief shall include any recommendations for updates or modifications to the program materials for future cohorts. The session report will be due 45 days post the final meeting of the cohort.

B 4.3 Final Report

The contractor shall provide a final report summarizing the work performed and the results and conclusions under this contract/order.

B 5 List of Deliverables

Section #	Deliverable	Due Date	Format	Submit to
B 4.1	1 [Monthly Report]	20 th of the following month	Word Document	CO/COR
B 4.3	2 [Final Report]	30 days prior to contract expiration	Word Document	CO/COR
B 1	Cohort Facilitation	As determined with COR (max 3 per year)	Virtual or Face to Face	COR
B 4.2	Closing Cohort Report	45 after the last meeting of the cohort	Word Document	CO/COR
B 12.4.3	508 general exceptions documentation	When needed, as applicable.	Word or Adobe PDF Document	CO/COR
B 12.6.1	Accessibility Conformance Report (ACR)	When new or updated ICT products, systems or applications are delivered, as applicable.	Word or Adobe PDF Document	CO/COR

B 12.6.2	Supplemental Accessibility Report (SAR)	When new or updated ICT products, systems or applications are delivered, as applicable.	Word Document	CO/COR
B 12.6.3	ICT support documentation	When new or updated ICT products, systems or applications are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
B 12.6.4	ICT support documentation (alternate formats)	Upon request, as applicable.	Various, as specified in section 602.4 of 36 CFR § 1194.	CO/COR
B 12.6.5	Document Accessibility Checklist	When tested documents are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
B 12.6.6	Communication to ICT users	When needed, as applicable	In accommodation with the communication needs of individuals with disabilities	ICT users

B 6 Release of Publications

Any documents generated by the contractor under this contract/order shall not be released for publication or dissemination without CO and COR prior written approval.

B 7 Place of Performance

The work to be performed under this contract/order will be primarily performed virtually but may also be occur at NRC Facilities either at Headquarters or in Regional Offices.

B 8 Recognized Holidays

Contractor personnel shall not be required to perform onsite on the Federal holidays identified below. Contractor personnel shall comply with their company's policies and procedures regarding their work status on these days.

New Year's Day
 Martin Luther King Jr.'s Birthday
 President's Day
 Memorial Day
 Juneteenth
 Independence Day

Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

In addition, the Contractor is not required to perform the requirements of this contract on any days that the NRC is closed due to the recognized holidays above, weather, Presidential Executive Order, or other situation whereby the facilities are closed for safety and/or environmental reasons.

B 9 Hours of Operation

The contractor is responsible for conducting business on workdays (Monday through Friday) except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons.

The contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

B 10 Contractor Travel

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in the task order. Travel to locations within 50 miles of the Washington DC metro area is considered local travel and will not be reimbursed. All travel requires prior written Government approval from the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at: <http://www.gsa.gov/portal/content/104790>.

No markup on travel will be allowed.

B 11 Data Rights

The NRC shall have unlimited rights to, and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

B 12 Section 508 - Information and Communication Technology Accessibility

B. 12.1 Introduction

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194/main_02.tpl).

B 12.2 General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

B 12.3 Applicable Provisions of the Revised 508 Standards The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Yes	1. Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
Yes	o Section 508 Chapter 1: Application and Administration - sets forth general application and administration provisions
Yes	o Section 508 Chapter 2: Scoping Requirements - containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)
Maybe	2. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements

Maybe	o Chapter 3: Functional Performance Criteria – applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards
Maybe	o Chapter 4: Hardware
Maybe	o Chapter 5: Software
Maybe	o Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support)(<u>Always applies if Chapters 4 or 5 apply</u>)
Yes	o Chapter 7: Referenced Standards
Maybe	3. Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case. Section E203.2 applies only to the NRC, except as specified below

B 12.4 Exceptions

B 12.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

B 12.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

B 12.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

1. provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

B 12.4.4 National Security Systems

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

B 12.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

B 12.5 Additional Requirements**B 12.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure**

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

B 12.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that

a. deliverables that are not *Public Facing* and not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194

b. deliverables that are in the form of PDF files, are not *Public Facing* and are not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

B 12.5.3 Other

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

B 12.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

B 12.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

B 12.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

B 12.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

B 12.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

B 12.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarizing the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

B 12.6.6 Communication to ICT Users

When the Contractor is providing ICT support services (including, but not limited to help desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

C - Contract Clauses

C.1 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.2 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 Small Business and Civil Rights , under Contract/order number GS-00F-404GA_31310021F0157.

C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

Contract Deliverables:

Refer to the Statement of Work

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR):
TIRA D. PATTERSON
Tira.Patterson@nrc.gov

b. Contracting Officer (CO)
Margo Katzper
margo.katzper@nrc.gov

C.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

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

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

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

C.6 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s 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. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.7 ELECTRONIC PAYMENT (DEC 2017)

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.8 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS – SERVICE CONTRACT ACT (JUNE 2020)

The Contractor is bound by the Wage Determination Number 2015-4269 Rev. 15 and all subsequent revisions made under this Wage Determination Number, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor is put on notice that after performance begins, the Contractor is responsible for paying employees at least the applicable wage determination rate, if one exists, for the place of performance. The Department of Labor strictly enforces the Service Contract Act for all employees covered by the Act.

The above referenced Wage Determination Number is for the State of Maryland, Counties of Frederick and Montgomery.

If the place of performance is other than this geographical area; and therefore changes this Wage Determination Number, the award will include the appropriate revised number, as necessary.

Service Contract Age Wage Determinations can be found at <http://www.wdol.gov/>.

C.9 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 annually. 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.10 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.11 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 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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

C.13 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.

C.14 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

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

TIRA D. PATTERSON
Tira.Patterson@nrc.gov

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(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 COR may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

(End of Clause)

C.15 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2020)

C.16 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 the period of performance.

(End of clause)

C.17 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

C.18 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)

(a) *Definition. Small business concern*, as used in this clause-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

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

(c) *General*. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

C.19 52.219-14 LIMITATIONS ON SUBCONTRACTING. (SEP 2021)

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

(b) *Definition*. *Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to

subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[] By the end of the base term of the contract and then by the end of each subsequent option period; or

[] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

C.20 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

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

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

C.21 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

C.22 52.224-2 PRIVACY ACT. (APR 1984)

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a

solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c)(1) *Operation of a system of records*, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) *Record*, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) *System of records on individuals*, as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

C.23 52.232-22 LIMITATION OF FUNDS. (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total

amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract and (2) the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) The amount previously allotted by the Government or (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)