

MAR 20 2000

MEMORANDUM TO: Lillian Van Santen, Project Officer

FROM: Robert B. Webber, Contracting Officer
Contract Management Branch 1
Division of Contracts and Property Management

SUBJECT: DESIGNATION OF PROJECT OFFICER

You are hereby designated as the Project Officer for Contract No. NRC-38-00-281 with Resolution Dynamics, Inc. (copy attached). Your responsibilities and extent of authority as Project Officer are described in Section G of the contract.

Additionally, you are required to be familiar with NRC Management Directive and Handbook 11.1, particularly "Part 11: Contract Administration." You are required to forward copies of all correspondence with the contractor to the Contract Specialist. Prior Contracting Officer concurrence may be required for some correspondence and others, such as changes to the terms and conditions, funding or schedule of the contract, may be forwarded to the contractor only over the Contracting Officer's signature. Additionally, the Contract Specialist should be advised in advance of any scheduled meetings with the contractor.

You are required to comply with the Handbook, "Part 11.5: Review of Contractor Invoice/Voucher." While this Management Directive and Handbook 11.1 and the NRC Form 292 included therein require your assessment of the contractor's overall performance in the review of submitted contractor invoices, it is suggested that any potential contractor problems be brought to the attention of the Contract Specialist as early as possible so that positive and timely corrective action can be initiated.

Mutual cooperation is essential to the success of this contract. To that end, the Contract Specialist will be contacting you within the next two weeks to discuss the obligations of the contractor and NRC under the contract. Should you have any questions regarding this delegation of authority or require assistance, please contact RoseMary Mann on 415-6595.

Attachment:
As Stated

Distribution:
RMann r/f
Red File
CMB1 r/f

OFFICE:	ADM/DCPM/CMB1	ADM/DCPM/CMB1			
NAME:	RMann <i>R Mann</i>	RWebber <i>R Webber</i>			
DATE:	03/17/00	03/20/00			

OFFICIAL RECORD COPY

MA 993160330

*ADM-001
DFX2*

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-00-281	3. EFFECTIVE DATE MAR 13 2000	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HR-00-281
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5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch 1 Washington DC 20555	6. ADMINISTERED BY (If other than Item 5)
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Resolution Dynamics, Inc. Attn: William King, Vice President 2001 S Street, N.W., Suite 550 Washington, DC 20009-1125	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT N/A	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 5	

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Human Resources T-3D45 Washington DC 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Actng. Section T-9H4 Washington DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA 0-84-15-512-115 S8478 252A 31X0200 Amount Obligated: \$250,000.00
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Schedule B					Estimated
					\$692,750.00

16. TABLE OF CONTENTS				See Attached Table of Contents			
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES		
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFER		
	G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>HR-00-281</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) <u>William L. King</u>	20A. NAME OF CONTRACTING OFFICER Robert Webber Contracting Officer
19B. NAME OF CONTRACTOR BY <u>William L. King</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <u>Robert Webber</u> (Signature of Contracting Officer)
19C. DATE SIGNED <u>3/13/00</u>	20C. DATE SIGNED <u>3/10/00</u>

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 ITEMS AND PRICES

The contractor shall be responsible for presenting sessions from the forty-six (46) courses in the training course curriculum area: conducting four (4) full organizational development programs; conducting five (5) short organizational development activities; conducting two (2) extended organizational development programs; conducting five (5) Organizational Development (OD) preparation programs; presenting ten (10) sessions from the four (4) courses in the human behavior and managerial area; conducting two (2) special program coordination activities. From time to time, the NRC will require modification to these courses (see C.8, #5). The contractor shall be responsible for developing no more than three (3) additional courses per year of various length and eventually adding these to the curriculum (see C.8). In addition, it is estimated that the contractor shall be responsible for conducting courses of various lengths for in-house presentation at NRC's request (see C.8). The period of performance is for one year with options to renew for three additional years.

A. Training Course Presentation:

Course	Number Per Year	Unit Price	Total Price
1. Cataqua II Case Study (SES CDP)	2	\$7,500	\$15,000
2. Coaching and Counseling Techniques	2	\$4,100	\$8,200
3. Conducting Meetings	1	\$4,100	\$4,100
4. Conflict Resolution	2	\$5,700	\$11,400
5. EEO and Sexual Harassment at NRC	2	\$1,075	\$2,150
6. EEO and Sexual Harassment for Managers and Supervisors	2	\$4,100	\$8,200
7. Effective Management Participation in Merit Staffing	2	\$4,100	\$8,200
8. Facilitation Techniques	2	\$4,100	\$8,200
9. Human Resources Practices	6	\$4,100	\$24,600
10. Interviewing Skills	2	\$5,700	\$11,400
11. Management Workshop	6	\$6,000	\$36,000

11. Management Workshop	6	\$6,000	\$36,000
12. Managing Change	6	\$4,100	\$24,600
13. Managing Difficult Employees	2	\$2,150	\$4,300
14. Negotiation Techniques: How to Gain Agreement	2	\$4,100	\$8,200
15. Outreach - Public Meetings (Risk Communications)	6	\$4,100	\$8,200
16. Performance Appraisal	2	\$4,100	\$8,200
17. Performance Management Workshop	2	\$4,100	\$8,200
18. Pre-Supervisory Orientation	1	\$4,100	\$4,100
19. Problem Solving and Decision Making (Kepner-Tregoe)	2	\$11,000	\$22,000
20. Program and Resources Management	2	\$1,075	\$2,150
21. Quality Customer Service in the Workplace	2	\$4,100	\$8,200
22. Risk Communications	6	\$4,400	\$26,400
23. Selection Interviewing	1	\$5,700	\$5,700
24. Situational Leadership	2	\$2,150	\$4,300
25. Small Group Dynamics	1	\$5,700	\$5,700
26. Strategic Planning Process	2	\$4,100	\$8,200
27. Stress Management	1	\$4,100	\$4,100
28. Supervising Human Resources	3	\$9,000	\$27,000
29. Supervisory Development Program Orientation/Courses	2	\$4,100	\$8,200
30. Time Management	1	\$4,100	\$4,100

B. Organizational Development Activities

Program	Est. Days Per Year	Daily Rate	Total Price
31. Full OD Program	40	\$1,550	\$62,000

32. Short OD Program	15	\$1,550	\$23,250
33. Extended OD Program	50	\$1,550	\$77,500
34. Additional OD Facilitator Support (Per Facilitator)	10	\$1,250	\$12,500

C. Human Behavior and Managerial Programs for Technical and Professional Employees Presentation:

Course	Number Per Year	Unit Price	Total Price
35. Effective Communications	3	\$5,900	\$17,700
36. Gathering Information for Inspectors Through Interviews	2	\$5,700	\$11,400
37. Leading NRC Inspection Teams	2	\$5,700	\$11,400

D. Special Program	Est. Days Per Year	Daily Rate	Total Price
38. Coordination (Executive Forum Programs, Senior Executive Service Candidate Development Program, Supervisory Development Program Orientation/Courses, and Supervisory Development Skill Building Series)	10	\$1,250	\$12,500

E. 39. SES Candidate Program Orientation/Courses	4	\$4,100	\$16,400
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F. New and Old Course Development
Activities

40. Course Development	20	\$1,250	\$25,000
41. Pilot Session Presentation	10	\$2,150	\$21,500

G. Conducting In-House-Developed
Courses

	Number Per Year	Unit Price	Total Price
42. In-House-Developed Course - 1 day	2	\$2,150	\$4,300

43. In-House-Developed Course - 2 days	2	\$4,100	\$8,200
44. In-House-Developed Course - 3 days	1	\$5,700	\$5,700
45. In-House-Developed Course - 4 days	1	\$7,400	\$7,400
46. In-House-Developed Course - 5 days	1	\$9,000	\$9,000

H.	Travel and Per Diem	Number &Region	Unit Price	Total Price
47.	Three (3) trips to each of the four (4) NRC regional offices for course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)	3 (I)	\$ 990	\$ 2,970
		3 (II)	\$1,047	\$3,140
		3 (III)	\$1,300	\$3,900
		3 (IV)	\$1,150	\$3,450
48.	Two (2) programs to each NRC regional office to conduct full organizational development programs at an average of one (1) person per trip. Two (2) days average per trip.	2 (I)	\$605	\$1,210
		2 (II)	\$ 510	\$1,020
		2 (III)	\$1005	\$2,010
		2 (IV)	\$ 800	\$1,600
49.	Cancellation Fee for Canceled Course(s)	2	\$1,000	\$2,000

Estimated Total Base Year \$692,750.00

Option Year 1

Course	Number Per Year	Unit Price	Total Price
1. Cataqua II Case Study (SES CDP)	2	\$7,500	\$15,000
2. Coaching and Counseling Techniques	2	\$4,100	\$8,200
3. Conducting Meetings	1	\$4,100	\$4,100
4. Conflict Resolution	2	\$5,700	\$11,400
5. EEO and Sexual Harassment at NRC	2	\$1,075	\$2,150
6. EEO and Sexual Harassment for Managers and Supervisors	2	\$4,100	\$8,200
7. Effective Management Participation in Merit Staffing	2	\$4,100	\$8,200
8. Facilitation Techniques	2	\$4,100	\$8,200

9. Human Resources Practices	6	\$4,100	\$24,600
10. Interviewing Skills	2	\$5,700	\$11,400
11. Management Workshop	6	\$6,000	\$36,000
12. Managing Change	6	\$4,100	\$24,600
13. Managing Difficult Employees	2	\$2,150	\$4,300
14. Negotiation Techniques: How to Gain Agreement	2	\$4,100	\$8,200
15. Outreach - Public Meetings (Risk Communications)	6	\$4,100	\$8,200
16. Performance Appraisal	2	\$4,100	\$8,200
17. Performance Management Workshop	2	\$4,100	\$8,200
18. Pre-Supervisory Orientation	1	\$4,100	\$4,100
19. Problem Solving and Decision Making (Kepner-Tregoe)	2	\$11,000	\$22,000
20. Program and Resources Management	2	\$1,075	\$2,150
21. Quality Customer Service in the Workplace	2	\$4,100	\$8,200
22. Risk Communications	6	\$4,400	\$26,400
23. Selection Interviewing	1	\$5,700	\$5,700
24. Situational Leadership	2	\$2,150	\$4,300
25. Small Group Dynamics	1	\$5,700	\$5,700
26. Strategic Planning Process	2	\$4,100	\$8,200
27. Stress Management	1	\$4,100	\$4,100
28. Supervising Human Resources	3	\$9,000	\$27,000
29. Supervisory Development Program Orientation/Courses	2	\$4,100	\$8,200
30. Time Management	1	\$4,100	\$4,100

B. Organizational Development Activities

Est. Days	Daily	Total
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Program	Per Year	Rate	Price
31. Full OD Program	40	\$1,550	\$62,000
32. Short OD Program	15	\$1,550	\$23,250
33. Extended OD Program	50	\$1,550	\$77,500
34. Additional OD Facilitator Support (Per Facilitator)	10	\$1,250	\$12,500

C. Human Behavior and Managerial Programs for Technical and Professional Employees Presentation:

Course	Number Per Year	Unit Price	Total Price
35. Effective Communications	3	\$5,900	\$17,700
36. Gathering Information for Inspectors Through Interviews	2	\$5,700	\$11,400
37. Leading NRC Inspection Teams	2	\$5,700	\$11,400

D. Special Program	Est. Days Per Year	Daily Rate	Total Price
38. Coordination (Executive Forum Programs, Senior Executive Service Candidate Development Program, Supervisory Development Program Orientation/Courses, and Supervisory Development Skill Building Series)	10	\$1,250	\$12,500

E. 39. SES Candidate Program Orientation/Courses	4	\$4,100	\$16,400
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F. New and Old Course Development Activities

40. Course Development	20	\$1,250	\$25,000
41. Pilot Session Presentation	10	\$2,150	\$21,500

G. Conducting In-House-Developed Courses

Number	Unit	Total
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	Per Year	Price	Price
42. In-House-Developed Course - 1 day	2	\$2,150	\$4,300
43. In-House-Developed Course - 2 days	2	\$4,100	\$8,200
44. In-House-Developed Course - 3 days	1	\$5,700	\$5,700
45. In-House-Developed Course - 4 days	1	\$7,400	\$7,400
46. In-House-Developed Course - 5 days	1	\$9,000	\$9,000

H. Travel and Per Diem	Number &Region	Unit Price	Total Price
47. Three (3) trips to each of the four (4) NRC regional offices for course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)	3 (I)	\$ 990	\$ 2,970
	3 (II)	\$1,047	\$3,140
	3 (III)	\$1,300	\$3,900
	3 (IV)	\$1,150	\$3,450
48. Two (2) programs to each NRC regional office to conduct full organizational development programs at an average of one (1) person per trip. Two (2) days average per trip.	2 (I)	\$605	\$1,210
	2 (II)	\$ 510	\$1,020
	2 (III)	\$1005	\$2,010
	2 (IV)	\$ 800	\$1,600

49. Cancellation Fee for Canceled Course(s) 2 \$1,000 \$2,000

Estimated Total Option Year 1 \$692,750.00

Option Year 2

Course	Number Per Year	Unit Price	Total Price
1. Cataqua II Case Study (SES CDP)	2	\$7,725	\$15,450
2. Coaching and Counseling Techniques	2	\$4,220	\$8,440
3. Conducting Meetings	1	\$4,220	\$4,220
4. Conflict Resolution	2	\$5,870	\$11,740
5. EEO and Sexual Harassment at NRC	2	\$1,105	\$2,210
6. EEO and Sexual Harassment for Managers and Supervisors	2	\$4,220	\$8,440
7. Effective Management Participation			

in Merit Staffing	2	\$4,220	\$8,440
8. Facilitation Techniques	2	\$4,220	\$8,440
9. Human Resources Practices	6	\$4,220	\$25,320
10. Interviewing Skills	2	\$5,870	\$11,740
11. Management Workshop	6	\$6,180	\$37,080
12. Managing Change	6	\$4,220	\$25,320
13. Managing Difficult Employees	2	\$4,220	\$8,440
14. Negotiation Techniques: How to Gain Agreement	2	\$4,220	\$8,440
15. Outreach - Public Meetings (Risk Communications)	6	\$4,220	\$25,320
16. Performance Appraisal	2	\$4,220	\$8,440
17. Performance Management Workshop	2	\$4,220	\$8,440
18. Pre-Supervisory Orientation	1	\$4,220	\$4,220
19. Problem Solving and Decision Making (Kepner-Tregoe)	2	\$11,330	\$22,660
20. Program and Resources Management	2	\$1,105	\$2,210
21. Quality Customer Service in the Workplace	2	\$4,220	\$8,440
22. Risk Communications	6	\$4,530	\$27,180
23. Selection Interviewing	1	\$5,870	\$5,870
24. Situational Leadership	2	\$1,105	\$2,210
25. Small Group Dynamics	1	\$5,870	\$5,870
26. Strategic Planning Process	2	\$4,220	\$8,440
27. Stress Management	1	\$4,220	\$4,220
28. Supervising Human Resources	3	\$9,270	\$27,810
29. Supervisory Development Program Orientation/Courses	2	\$4,220	\$8,440
30. Time Management	1	\$4,220	\$4,220

B. Organizational Development Activities

Program	Est. Days Per Year	Daily Rate	Total Price
31. Full OD Program	40	\$1,595	\$63,800
32. Short OD Program	15	\$1,595	\$23,925
33. Extended OD Program	50	\$1,595	\$79,750
34. Additional OD Facilitator Support (Per Facilitator)	10	\$1,285	\$12,850

C. Human Behavior and Managerial Programs for Technical and Professional Employees Presentation:

Course	Number Per Year	Unit Price	Total Price
35. Effective Communications	3	\$6,075	\$18,225
36. Gathering Information for Inspectors Through Interviews	2	\$5,870	\$11,740
37. Leading NRC Inspection Teams	2	\$5,870	\$11,740

D. Special Program	Est. Days Per Year	Daily Rate	Total Price
38. Coordination (Executive Forum Programs, Senior Executive Service Candidate Development Program, Supervisory Development Program Orientation/Courses, and Supervisory Development Skill Building Series)	10	\$1,285	\$12,850

E. 39. SES Candidate Program Orientation/Courses	4	\$4,220	\$16,880
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F. New and Old Course Development Activities

40. Course Development	20	\$1,285	\$25,700
41. Pilot Session Presentation	10	\$2,215	\$22,150

G. Conducting In-House-Developed Courses

	Number Per Year	Unit Price	Total Price
42. In-House-Developed Course - 1 day	2	\$2,215	\$4,430
43. In-House-Developed Course - 2 days	2	\$4,220	\$8,440
44. In-House-Developed Course - 3 days	1	\$5,870	\$5,870
45. In-House-Developed Course - 4 days	1	\$7,620	\$7,620
46. In-House-Developed Course - 5 days	1	\$9,270	\$9,270

H. Travel and Per Diem

	Number &Region	Unit Price	Total Price
47: Three (3) trips to each of the four (4) NRC regional offices for course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)	3 (I)	\$1,020	\$3,060
	3 (II)	\$1,078	\$3,235
	3 (III)	\$1,340	\$4,020
	3 (IV)	\$1,185	\$3,555
48. Two (2) programs to each NRC regional office to conduct full organizational development programs at an average of one (1) person per trip. Two (2) days average per trip.	2 (I)	\$416	\$1,250
	2 (II)	\$351	\$1,055
	2 (III)	\$690	\$2,070
	2 (IV)	\$550	\$1,650

49. Cancellation Fee for Canceled Course(s) 2 \$1,030 \$2,060

Estimated Total Option Year 2 \$713,110.00

Option Year 3

Course	Number Per Year	Unit Price	Total Price
1. Cataqua II Case Study (SES CDP)	2	\$7,725	\$15,450
2. Coaching and Counseling Techniques	2	\$4,220	\$8,440
3. Conducting Meetings	1	\$4,220	\$4,220
4. Conflict Resolution	2	\$5,870	\$11,740
5. EEO and Sexual Harassment at NRC	2	\$1,105	\$2,210
6. EEO and Sexual Harassment for			

Managers and Supervisors	2	\$4,220	\$8,440
7. Effective Management Participation in Merit Staffing	2	\$4,220	\$8,440
8. Facilitation Techniques	2	\$4,220	\$8,440
9. Human Resources Practices	6	\$4,220	\$25,320
10. Interviewing Skills	2	\$5,870	\$11,740
11. Management Workshop	6	\$6,180	\$37,080
12. Managing Change	6	\$4,220	\$25,320
13. Managing Difficult Employees	2	\$4,220	\$8,440
14. Negotiation Techniques: How to Gain Agreement	2	\$4,220	\$8,440
15. Outreach - Public Meetings (Risk Communications)	6	\$4,220	\$25,320
16. Performance Appraisal	2	\$4,220	\$8,440
17. Performance Management Workshop	2	\$4,220	\$8,440
18. Pre-Supervisory Orientation	1	\$4,220	\$4,220
19. Problem Solving and Decision Making (Kepner-Tregoe)	2	\$11,330	\$22,660
20. Program and Resources Management	2	\$1,105	\$2,210
21. Quality Customer Service in the Workplace	2	\$4,220	\$8,440
22. Risk Communications	6	\$4,530	\$27,180
23. Selection Interviewing	1	\$5,870	\$5,870
24. Situational Leadership	2	\$1,105	\$2,210
25. Small Group Dynamics	1	\$5,870	\$5,870
26. Strategic Planning Process	2	\$4,220	\$8,440
27. Stress Management	1	\$4,220	\$4,220
28. Supervising Human Resources	3	\$9,270	\$27,810
29. Supervisory Development Program Orientation/Courses	2	\$4,220	\$8,440

30. Time Management 1 \$4,220 \$4,220

B. Organizational Development Activities

Program	Est. Days Per Year	Daily Rate	Total Price
31. Full OD Program	40	\$1,595	\$63,800
32. Short OD Program	15	\$1,595	\$23,925
33. Extended OD Program	50	\$1,595	\$79,750
34. Additional OD Facilitator Support (Per Facilitator)	10	\$1,285	\$12,850

C. Human Behavior and Managerial Programs for Technical and Professional Employees Presentation:

Course	Number Per Year	Unit Price	Total Price
35. Effective Communications	3	\$6,075	\$18,225
36. Gathering Information for Inspectors Through Interviews	2	\$5,870	\$11,740
37. Leading NRC Inspection Teams	2	\$5,870	\$11,740

D. Special Program	Est. Days Per Year	Daily Rate	Total Price
38. Coordination (Executive Forum Programs, Senior Executive Service Candidate Development Program, Supervisory Development Program Orientation/Courses, and Supervisory Development Skill Building Series)	10	\$1,285	\$12,850

E. 39. SES Candidate Program Orientation/Courses	4	\$4,220	\$16,880
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F. New and Old Course Development
Activities

40. Course Development	20	\$1,285	\$25,700
41. Pilot Session Presentation	10	\$2,215	\$22,150

G. Conducting In-House-Developed Courses

	Number Per Year	Unit Price	Total Price
42. In-House-Developed Course - 1 day	2	\$2,215	\$4,430
43. In-House-Developed Course - 2 days	2	\$4,220	\$8,440
44. In-House-Developed Course - 3 days	1	\$5,870	\$5,870
45. In-House-Developed Course - 4 days	1	\$7,620	\$7,620
46. In-House-Developed Course - 5 days	1	\$9,270	\$9,270

H.	Travel and Per Diem	Number &Region	Unit Price	Total Price
47.	Three (3) trips to each of the four (4) NRC regional offices for course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)	3 (I) 3 (II) 3 (III) 3 (IV)	\$1,020 \$1,078 \$1,340 \$1,185	\$3,060 \$3,235 \$4,020 \$3,555
48.	Two (2) programs to each NRC regional office to conduct full organizational development programs at an average of one (1) person per trip. Two (2) days average per trip.	2 (I) 2 (II) 2 (III) 2 (IV)	\$416 \$351 \$690 \$550	\$1,250 \$1,055 \$2,070 \$1,650
49.	Cancellation Fee for Canceled Course(s)	2	\$1,030	\$2,060

Estimated Total Option Year 3 \$713,110.00

B.2 PROJECT TITLE

The title of this project is as follows:

Professional, Managerial, and Organizational Development Program

The contractor will provide learning programs in three curriculum areas: supervisory and management, organizational development, and technical/professional human behavior programs. The contractor shall also provide course presentation using a variety of media, including multipoint VCT equipment as appropriate.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.4 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 \$692,750.00. 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 \$250,000.00. 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****C.2 BACKGROUND**

The Nuclear Regulatory Commission (NRC) licenses and inspects nuclear power plants to ensure compliance with applicable codes and standards during all phases of construction, testing, and operation to protect public health and safety. In furtherance of its mission, the Commission conducts training programs for its managers, supervisors, and employees designed to strengthen their effectiveness in their current jobs and to develop employee skills and knowledge for future work activities. The NRC has been conducting a variety of supervisory, managerial, technical and professional learning programs and organizational development programs for several years and will continue to offer courses and workshops in a variety of related curriculum areas.

In the past, the NRC training program has been extremely active in the number and variety of programs conducted during any one year. For planning purposes, see Sections C.7. through C.8 for estimated number of courses to be given each year. ATTACHMENT 1 lists those courses and programs currently designed and offered by NRC. Courses and programs are usually conducted either in the NRC Training facility located in Rockville, MD, or in facilities located in each of the NRC Regional offices. ATTACHMENT 2 contains complete addresses indicating the location of NRC Headquarters and Regional offices.

The NRC is continually reviewing its programs, monitoring them, to determine new and/or additional learning needs for its supervisors, managers, and employees. Generally, NRC updates two to three existing courses each year. In this way, the curriculum areas are kept current with agency needs. It is anticipated that the current pace of development and/or revision will continue during the period of this contract.

Accordingly, NRC seeks a contractor capable of providing multi-disciplinary talent and experience in the human resource development and organizational development fields and to perform work under the curriculum areas noted below. The contractor shall be able to perform the stages of the Instructional System Design (ISD) model including analysis, design, development, implementation, and evaluation of instructional programs as they apply to these curriculum areas.

C.3 OBJECTIVE

The NRC seeks to enhance the skills and knowledge of its employees (non-supervisory, supervisory, and managerial) in grade levels GG-7 through SES through the offering of courses and programs in the

curriculum areas specified below. Except as otherwise specified herein, the contractor shall only be responsible for course presentation, using a variety of media, including multipoint VTC equipment, as appropriate.

C.4 COURSE MATERIALS DESCRIPTION

Typically, the contractor shall provide course materials consisting of the following:

1. An Instructor's Guide for the course which outlines the specific course objectives and contains the instructor's notes/lesson plan.
2. The Instructor's Visual Aids which include films (See ATTACHMENT 4), Videotape Programs Owned by NRC, tapes, transparencies, readings, instruments, and other interactive learning materials.
3. A course Syllabus Manual for each participant on the first day the course. It is copied on one side with tabs for each day's activities, and includes an outline of the course schedule and the major points of content and any additional readings. The syllabus is designed to provide a guide during the course, as a job reference after the course, and as a medium for note taking.
4. Clearly stated goals and objectives for each course or coaching activity, shall be discussed by the instructor at the session and reviewed at the close, to assure that the goals objectives of the participants, as well as the stated course or coaching activity objectives, are met.

NOTES: (1) Films/Videotapes proposed by the contractor, other than those identified in ATTACHMENT 4 hereto, require approval of the NRC Project Manager (PM) prior to contractor to use of films during course sessions. Such films shall be provided by the contractor as part of the fixed price for each course.

(2) See also Section H.6, GOVERNMENT EQUIPMENT /PROPERTY

C.5 COURSE LOCATIONS, DATES, AND TIME

1. Courses will be held in the NRC facility located in Rockville, MD or in facilities located in each of the NRC Regional offices (See ATTACHMENT 2).

2. When NRC facilities are inadequate for presentation of particular programs, the contractor shall secure the appropriate facility. The cost for rental of the facility shall be in addition to the fixed price for each course. The contractor shall be reimbursed for reasonable costs of securing a facility incurred directly and specifically in the performance of this contract. The contractor shall submit to the Contracting Officer the proposed costs for securing a facility and shall secure the facility only

after receiving written or verbal approval in the form of a modification from the Contracting Officer (CO).

3. The NRC will try to schedule courses to be conducted at least six weeks in advance. However, not later than five (5) work days prior to the time the course session is to begin, should the NRC determine that the need is insufficient to conduct the training the NRC shall postpone the session. It may be rescheduled at a future time without additional obligation to the Government. Should the Government fail to give the notice within five (5) work days, the contractor will be entitled to a cancellation fee. Generally, NRC conducts from one (1) to three (3) sessions of each of its courses per year, depending upon need.

4. Course sessions shall commence between 8:00 a.m. and 8:30 a.m. and conclude between 4:00 p.m. and 4:30 p.m. Organizational Development Program sessions may continue beyond 4:30 p.m. to accommodate the schedule of those involved in the particular course session.

C.6 PARTICIPANTS

Participants will include a heterogeneous group of NRC employees ranging from grade levels GG-7 through Senior Level Service (SLS) and supervisors and managers ranging in grades from GG-12 to Senior Executive Service. The predominant number of trainees will be in grades GG-12 through 15. NRC anticipates up to 24 participants per course. Participants attending courses will be selected by the NRC.

C.7 TASKS TO BE ACCOMPLISHED

1. Course Presentation

A. Training Courses: The contractor shall provide qualified instructors to teach the following anticipated courses for the base year and some of the courses for each of the three option years :

Course	Estimated Length of Course	Number of Courses Per Year
Cataqua II Case Study (SES CDP)	2 days	2
Coaching and Counseling Techniques for Managers	2 days	2
Conducting and Participating in Meetings	2 days	1
Conflict Resolution	3 days	2
EEO and Sexual Harassment Prevention at NRC	1 half day	2 *
EEO and Sexual Harassment Prevention for Managers and Supervisors	2 days	5
Effective Management Participation In Merit Staffing	2 days	2
Executive Forum	1 half day	3*

Facilitation Techniques: Running Large Group Meetings	2 days	5	
Gathering Inspection Information Through Interviews	2 days	2	
Human Resources Practices	2 days	6	
Interviewing Skills	3 days	2	
Management Workshop	3 days	3	
Managing Change	2 days	5	
Negotiation Techniques: How to Gain Agreement	2 days	5	
NRC Inspection Team Leadership Workshop	3 days	2	
Outreach - Public Meetings (Risk Communications)	1 days	6	
Performance Appraisal	2 days	2	
Performance Management Workshop	2 days		
Pre-supervisory Orientation Part II	2 days		1
Problem-Solving and Decision Making - Kepner-Tregoe	3 days	2	
Principles and Techniques	4 days	2	
Program & Resource Management (Sessions 1-4, 4 « days)	2 days	5	
Quality Customer Service In the Workplace	2 days	2	
Risk Communications	1 day	4	
Selection Interviewing	3 days	1	
SES Candidate Development Program Orientations/Courses	2 days	2	
Situational Leadership	1 day	2	
Small Group Dynamics	3 days	2	
Strategic Planning Process	2 days	2	
Stress Management	2 days	1	
Supervising Human Resources	5 days	3	
Supervisory Development Program Orientation/Courses Supervisory	2 days	2	
Skill Building Series	1 day	8*	
Working With People With Disabilities	1 day	2*	

*NRC intends to hold two half-day sessions/modules on the same day (AM/PM sessions) with different groups of participants. Instructor(s) would then work a full day.

B. Organizational Development (OD) Programs. It is anticipated that it shall be necessary for the contractor to provide qualified instructors/ facilitator to conduct customized organizational development/training programs. These programs include custom designed activities related to team building, total quality management, process reengineering, small group improvement processes, organizational culture, special learning groups, and focus group feedback. OD programs are normally scheduled according to internal need. OD programs usually require close contractor coordination with the NRC PM. The contractor will prepare and provide course materials on an as needed basis. Four types of Organizational Development Programs are conducted, primarily

distinguished by the amount of time devoted to completion. These programs will be required for the base year and each of the three option years.

a. Full OD Program consists of three to four days, usually in a retreat atmosphere, two to three days of pre-retreat activities (e.g., diagnostic surveys, planning, focus interviews, etc.), and two to three days of post-retreat activities (e.g., follow-up interviews, diagnostics, small group sessions, etc.) For a total of ten days. NRC expects to hold four full OD Programs per year.

b. Short OD Programs consist of one- to four-day activities. These will include activities such as focus group sessions, diagnostic survey, small group sessions, etc. NRC expects to hold five short OD Programs per year.

c. Extended OD Programs consist of more than ten days duration with groups, usually as a follow-on to a Full OD Program. Extended programs usually require contractor coordination of activities in conjunction with the NRC PM. NRC expects to hold two extended OD Programs per year.

d. Additional OD Facilitator Program Activities consist of necessary additional OD facilitator(s) to assist in either full, short, or extended OD programs (outlined in a.b.c. above).

Course	Estimated Length of Course	Number of Courses Per Year
Full OD Program	7 to 10 days	8
Short OD Program	1 to 4 days	10
Extended OD Program	10 days or more	5

C. Human Behavior and Managerial Programs for Technical and Professional Employees. The contractor shall provide qualified instructors to teach the following courses in the Human Behavior and Managerial Programs for Technical and Professional Employees curriculum area for the base year and each of the three option years:

Course	Estimated Length of Course	Number of Courses Per Year
Effective Communication for NRC Inspectors	3 days	3
NRC Inspection Teams Gathering Information for Inspectors Through Interviews	3 days	2
	3 days	2

D. Special Project Coordination. The contractor shall provide project coordination for the presentation of specialized long-term training programs. These programs consist of activities such as: executive forum programs, senior executive service candidate development program, supervisory skill building, and the supervisory development program. Special project coordination consists of organizing and controlling facilitator support, identifying new key instructors specifically for such programs and recommending them to the NRC PO, coordinating resources and facilities for such programs with the NRC PO approval.

Services for special project coordination will be on a per diem basis. Generally, NRC conducts from one to two such activities per year.

C.8 Course Development

NRC anticipates the design of two new courses each year. The contractor shall submit a cost proposal to the Contracting Officer and the Project Manager for the development of any new course. NRC will issue specific delivery orders based on the design of these new courses and agency needs. The following courses are typical of courses (ATTACHMENT 5) that may be considered for development and added to NRC curriculum areas:

Course	Estimated Length of Course
Conducting Briefing for Inspectors	2 days
Managing Problem Employees	2 days
Managing Projects	2 days
Participating as a Team Leader	2 days

All course development shall utilize an ISD approach, as appropriate, including analysis of NRC related needs, design of learning objectives, development of instructional approach, development of instructional materials and instructor materials/lesson plans, implementation of pilot sessions, and evaluation of and feedback on program activities.

Newly designed courses shall conform to the following steps:

Step 1. The contractor shall provide for each course an analysis of the learning need derived from interviews, focus sessions and other data gathering techniques with NRC employees and develop a summary report for NRC PM review.

Step 2. Develop a preliminary design and methodology outline for NRC PM approval.

Step 3. Develop a first and second draft of instructor and

student materials, for NRC PM approval.

Step 4. Implement a pilot session and prepare a draft revision to the course materials as a result of the pilot session, for approval by the NRC PM.

Step 5. Prepare final materials for and presentation of a second pilot session and subsequent revision of course materials as necessary, for approval by the NRC PM.

Step 6. Prepare a final camera-ready course materials for approval by the NRC PM.

Step 7. Provide the NRC Project Manager with a diskette of any updated, designed or redesigned course materials.

After the second pilot test and final revision of materials have been accomplished, the course shall become part of the regular curriculum of NRC courses and presented on a continuing basis. The Government does not guarantee any minimum number of courses to be developed.

In addition to the above courses being considered for development, the in-house NRC management development staff may design additional courses for management and professional employees that may be added to the curriculum during the period of the contract. Such courses shall last from one (1) to five (5) days and use a similar instructional approach/design as existing courses including instructors' and participants' notebooks, videotapes, participant role play/simulations, etc. The courses so designed/developed shall become part of the regular curriculum of NRC courses and presented on a continuing basis. NRC will issue specific orders related to the addition of any new courses.

Course development shall be conducted on a per diem basis, or part thereof, as specified by the PM. Pilot sessions for developed courses will be scheduled by the PM.

2. Course Session Administration

The contractor shall arrive at the NRC training site in sufficient time to set up the training room and arrange the equipment and instructor aids. Upon completion of the training session the contractor shall rearrange the training room(s) so that excess student materials are removed and room set-up is in presentable order for the next user of the room(s). During the training session, the contractor shall account for participant's attendance, making sure that all participants sign the sign-sheet (furnished by NRC.) Location for storage or delivery of excess participant materials will be determined by the NRC PM prior to completion of each course. The contractor shall coordinate, with the PM, the notification/registration of course participants, and shall prepare NRC training completion certificates for each

participant, if asked to do so by the NRC PM.

As directed by the NRC PM, from time to time, the contractor shall be required to prepare one-to-three page course announcements or similar material for program promotion for submission to the PM. The contractor shall prepare the announcement at no additional cost to the NRC in accordance with the section entitled "Minor Revisions" (See C.8, #5 below).

3. Evaluation of courses

The contractor shall develop a course evaluation questionnaire for each course and program based on the sample attached (see ATTACHMENT 3). This questionnaire is to be completed by all participants at the end of each course. The questionnaires shall be directed toward eliciting participant comments as to the value of the material taught, changes and additions recommended, and the quality of the instructor personnel. The proposed questionnaire shall accompany all participant materials. The NRC reserves the right to make any changes to the evaluation form necessary to meet its reporting requirements. Should the NRC PM request changes to the evaluation form, the changes shall be submitted for approval within ten (10) working days prior to a course session, and any changes or revisions directed by the NRC PM shall be incorporated by the contractor at no additional cost to the NRC. In addition, any changes or revisions to the Evaluation Questionnaire directed by the NRC PM from time to time shall be incorporated by the contractor for use in subsequent course sessions, at no additional cost to the NRC, in accordance with the paragraph entitled "Minor Revisions", number 5 below.

The original copy of all completed participant questionnaires for each course shall be submitted to the NRC PM on the day the course ends. Within ten working days, the NRC PM will send a copy of the evaluations to the contractor who shall review the evaluations within ten working thereafter and shall provide to the NRC PM an assessment of participants' comments and recommendations for possible changes and revisions to the course, if necessary.

4. Course Materials

The contractor shall reproduce, develop, and distribute as necessary, all course materials except those audiovisual materials owned by NRC noted in ATTACHMENT 1 and the items provided to the contractor under Section H.6 herein. The contractor shall reproduce and furnish one copy of the Course Syllabus and Participant's Handbook to the NRC PM (at no additional cost) for each course taught by the contractor each time the course is redesigned or updated. Such copies shall be placed in a three-ring binder or bound handbook, depending on the quantity of course materials. Each copy shall be identified with the NRC logo, title cover art, and course titles on the spine of the binder or the bound handbook. These

bound copies shall be provided to each participant for each course session. Course materials are to be printed so that graphic materials are reproduced in a clear, clean, and legible fashion. With each course, the contractor shall furnish an Instructors Guide to the NRC PM. Course materials are to be delivered to the training site five (5) working days prior to the beginning of each course session. If requested by the NRC PM, ten (10) working days prior to a course session a copy of the Course Syllabus shall be furnished to the NRC PM for approval and any changes or revisions to the materials directed by the NRC PM shall be performed at no additional cost to the NRC. All instructional materials purchased by the contractor including films, videotapes, transparencies, interactive materials, etc. shall require prior approval by the NRC PM. All materials shall become the property of NRC and shall be delivered to the NRC PM.

5. Revisions to Course Material

From time to time, NRC will require modifications to its programs and courses to meet the current needs of the agency. The contractor shall be responsible for ensuring that any such modifications are reflected in the course materials provided to the students. Within ten (10) working days of receiving an order to develop changes to the instructional materials, the contractor shall submit a draft version of modified materials to the NRC PM for comments. The contractor shall provide a final copy of the revised course materials incorporating comments received, to the NRC PM within five (5) working days of receipt of those comments. For purposes of proposal presentation, instructional material revisions are quantified as follows:

Minor Revisions: The contractor may be required from time to time to provide minor revisions to the training materials upon the request of the NRC PM. It is anticipated that each course or program shall require one to two minor revisions. A minor revision is one which shall affect up to 20 percent of the total course content. The cost for the minor revisions should be included in the fixed price for course presentation.

Major Revisions: The contractor may be requested to make major modifications to each course or program. Major modifications are those requiring changes to more than 20 percent of the course content. Major modifications shall be handled pursuant to the Changes Clause.

6. Word Processing

The contractor shall be responsible for all word processing of revised and/or developed instructional materials. At the completion of this contract all final versions of word processed instructional materials shall be delivered to NRC on 3 1/2" computer disks containing word processed materials using IBM or compatible WordPerfect 8.1 or higher version computer program. All original word processed instructional materials

shall be printed utilizing a laser printer so that graphic materials can be reproduced in a clear, clean, and legible manner. If changes to the course materials are made, a complete master set and computer disks, as applicable, of revised course materials for each course shall be furnished to the NRC PM in a camera-ready reproducible form in addition to two (2) camera-ready paper copies.

7. Personnel Qualifications

Instructors, curriculum developers, and designers shall have demonstrated ability and current knowledge based upon formal training and education in the curriculum area(s) for which they will be either instructing, developing or designing courses. The offeror shall provide written evidence (e.g. education, training, or previous work experience) that demonstrates the instructor(s) are knowledgeable in the subject area to be taught and have the ability to impart that knowledge to the NRC employees being taught. The offeror must also have developers and designers that are knowledgeable in the the curriculum area(s) to be designed or developed. The curriculum areas that maybe taught, designed and developed are listed at C.7 and C.8. In addition, the instructors, curriculum developers and designers of human resource practices and performance appraisal courses shall be highly knowledgeable and experienced as to current Federal personnel laws, policy, and regulations and the awardee must maintain current knowledge of NRC personnel policy, regulations, and practices.

8. Quality of Performance

During the life of the contract, the contractor shall assure that the furnished instruction and materials are of the highest quality. The contractor shall, as a minimum:

Be responsible for reading and understanding the course materials, be highly knowledgeable about the subject matter, and be qualified to conduct classes of up to twenty-four (24) adult participants.

Maintain control of the learning time so that the presentation of information and exercises remain organized and timely; key points and course objectives are met; ten (10) minute breaks are provided (generally every fifty (50) minutes) within the overall course schedule; and distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually are consistently controlled.

Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples or in some other way help correct problems, and improve the students' opportunity to learn.

a. Ensure student notebooks and other instructional materials are designed and printed in a quality fashion acceptable to the

NRC PM with front and spine covers.

b. Provide qualified back-up instructor(s) for each course who shall be able to fill-in if the primary instructor(s) is unable to perform his/her duties. Back-up instructors must be approved by the NRC PM prior to instruction.

C.9 Meetings and Travel

It is estimated that the following travel will be necessary for each year of performance under the contract:

- a. Fifty (50) trips to NRC Headquarters for Course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)
- b. Three (3) trips to each of the four (4) NRC Regional offices for course presentation at an average of three (3) days per trip. Average number of persons per trip: one (1)
- c. Four (4) trips per course for three (3) courses to NRC Headquarters for Course Development at an average of three (3) days per trip. Average number of persons per trip: one (1)
- d. Five (5) trips to NRC Headquarters to conduct NRC developed courses, one (1) person for an average of three (3) days per trip.
- e. Eight (8) trips to NRC Headquarters for Program Management meetings at an average of two (2) days each trip. Average number of persons per trip: one (1)
- f. Four (4) programs to NRC headquarters to conduct full organizational development programs, one (1) person for an average of two (2) days per trip.
- g. Two (2) programs to each NRC regional office to conduct full organizational development programs, one (1) person for an average of two (2) days per trip.

C.10 TRAVEL APPROVALS

(a) All domestic travel requires the prior approval of the NRC project manager.

C.11 CONTRACTOR DELIVERABLES

1. REPORTS

The contractor shall submit, via mail, to the NRC Project Manager, no later than the 10th of each month (as applicable), the following:

- a. A quarterly report reflecting the activity during the period, such as the number of courses given, the organizational

development efforts (to include with whom, dates and hours of OD, tied to the applicable Work Order), and any design /development of course materials.

b. A monthly financial report, showing activities during the month, such as dollars committed to the contract and applicable Work Orders received by the contractor; itemization of Work Orders fully or partially invoiced and remaining balance on each Work Order invoiced; courses given; OD work, tied to applicable WO. Report shall include hours, office or region for which OD was provided, contractor OD facilitator, and remaining for dollars on the WO.

c. A year-end report, covering the fiscal year that reflects accomplishments during the period of reporting.

2. In addition, the contractor shall provide:

a. An evaluation questionnaire for each course participant when the course is presented. (Sample ATTACHMENT 3.)

b. Participant handbooks for each course and one copy for the NRC Project Manager. Course materials are to be delivered a minimum of five working days prior to date of presentation.

Course material deliverables are to be addressed to:

Mary Holmes
U. S. Nuclear Regulatory Commission
Professional Development Center
11545 Rockville Pike
Room T-3 B3
Two White Flint Building
Rockville, Maryland 20852

The name of the course and the date of course shall be noted on delivered package.

3. Materials intended for the NRC Project Manager shall be

□

Name of NRC Project Manager
U.S. Nuclear Regulatory Commission
Office of Human Resources
Human Resources Development
Mail Stop - T-3 D45
Washington, D.C. 20555

SECTION D - PACKAGING AND MARKING**D.1 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.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	MAR 1987 AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989

F.2 2052.212-70 PREPARATION OF TECHNICAL REPORTS

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

- (a) Project Officer (2 copies)

- (b) Contracting Officer (1 copy)

**F.4 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on March 13, 2000 and will expire on March 12, 2001. 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.) The term of this contract may be extended at the option of the Government for an additional 3 years.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-73 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: Lillian Van Santen

Address: Office of Human Resources
Human Resources Development
U.S. Nuclear Regulatory Commission
Mail: T-3D45, Washington, DC 20555

Telephone Number: 301-415-7099

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) 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.

G.2 2052.215-82 TRAVEL REIMBURSEMENT-ALTERNATE 1

(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

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 Public Law 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.

G.3 2052.215-83 TRAVEL APPROVALS

(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.

G.4 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.

G.5 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to

pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. 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. Further information concerning the addendum is provided at Attachment 7. The ACN Coordinator should 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, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

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 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.

H.2 2052.215-70 KEY PERSONNEL

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

William King
Donald Spears

Nicholas Mann

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 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.

H.3 SITE ACCESS BADGE PROCEDURES (FEB 1995)

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 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 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 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.

H.4 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS	JAN 1999

	AND VETERANS OF THE VIETNAM ERA	
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(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.

I.3 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 one session of the total estimated quantity of sessions, 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 the estimated quantity of sessions for each course;;

(2) Any order for a combination of items in excess of the estimated quantity of sessions for each;;

(3) A series of orders from the same ordering office within two days days that together call for quantities exceeding the limitation in subparagraph (b)(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.

(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 one day 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.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services

designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

I.5 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at

the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 30 (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than

\$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause, at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and.

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30 day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1.	Current NRC Courses	N/A	6
2.	Location of NRC Facilities	N/A	1
3.	Office of Human Resources Participant Evaluation	N/A	2
4.	Videotape Programs Owned by NRC	N/A	1
5.	NRC Courses Without a Manual	N/A	5
6.	NRC Form 89 - Photo-Identification Badge Request	N/A	1
7.	ACH Vendor/Miscellaneous Payment Enrollment Form	N/A	1