AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.: 0003

3. EFFECTIVE DATE: 05/14/2012

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE D21

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is:

1) Extend the overall period of performance of the contract from May 15, 2012 to August 31, 2012 and update sections 2 and 5 of the Statement of Work.
2) Update the Statement of Work, sections 2 and 4, to indicate the Government will create and the Contractor will provide comments on the final draft of the Strategic Plan.
3) As a result of the SOW change, realign labor of the Executive Management Consultant and Researcher/Consultant hours. See "Appendix A: Labor Distribution" for additional information on the Labor Distribution.
4) As a result of this modification, $117.90 will be deobligated at the time of closeout (along with any additional unincurred costs).
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*
CHRISTOPHER KAMAL

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Melissa Onyszko

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED
29 MAY 12

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
5.29.12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Legacy Doc #: D11PD19004 Period of Performance: 09/07/2011 to 08/31/2012 This is a Labor-Hours Type Contract. Award BIS Project Number: 64125 IA:NRC30110013 DUNS:966908704 TIN: 274171276				

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There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1. Appendix A: Labor Distribution (Updated Modification 3)

The total potential not to exceed amount/ceiling is **$50,305.79**. The contract is fully funded for labor in the amount of **$50,305.79**. The contractor shall bill at the labor category rates identified below. The contractor shall not exceed the hours for each of the labor categories as described. The government is not required to reimburse the contractor for any hours incurred for each labor category that exceed the hours identified below. The contractor is not required to incur costs in excess of the funds obligated to the contract nor will the government be required to reimburse the contractor for any costs incurred in excess of the amount obligated.

Labor Category	Rate	Hours
Executive Management Consultant	$321.17	**151**
Researcher/Consultant	$113.07	**16**

2. STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

(Updated Modification 3)

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 3)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by **August 31, 2012** unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 3)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around April 20, 2012.

   Submission of comments on OIG's Draft Strategic Plan: After receipt of the OIG initial draft strategic plan to the NRC OIG project officer, the Government will revise the documentation in accordance with OIG's understanding of their internal program. The Government will then provide this revised draft to the contractor for review. The contractor shall provide comments to the NRC OIG project officer no later than 10 business days after receipt of OIG's draft of the strategic plan.

5 Period and Place of Performance (Updated Modification 3)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on **August 31, 2012**. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

iii. Labor Category(s) associated with employee

iv. Hourly Rate associated with employee

v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

i. Dates being invoiced

ii. Associated SOW task area

iii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual’s sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor’s action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer’s Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

3 LIMITATION OF FUNDS AND COST (Updated Modification 3)

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,305.79

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order’s estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

4 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees

of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

5 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ________________________
Contracting Officer

THROUGH: ________________________
Contractor's Program Manager

FROM: ________________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____
(Signature)

____
Date

6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

7 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (10) [Reserved]
___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

9 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 IV&V Contractor within 7 calendar days of contract expiration.

10 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

11 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

12 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0004	04/17/2013		

6. ISSUED BY CODE D21

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
01 Net Decrease: -$20,518.80

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804 - Closeout of contract files

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to closeout contract D11PD19004 and de-obligate remaining funds in the amount of $20,518.80. All deliverables have been received, and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this contract is hereby modified as follows:

a. The Contractor's Voucher No. G324.65, dated 08/02/2012, in the amount of $2,569.36 shall be considered the final allowable costs associated with this contract.

b. The total obligated funding is decreased by $20,518.80, from $50,423.69 to $29,904.89.

c. With this closeout modification, the contractor hereby releases the Government from any
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Robin Johnston, Sr. Contract Specialist		Melissa Onyszko	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
RMJohnston *(Signature of person authorized to sign)*	4/24/13	Melissa Onyszko *(Signature of Contracting Officer)*	4-30-13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and all liability under this contract. Legacy Doc #: D11PD19004 Payment Terms: PP30 Delivery Location Code: 0004506041 See schedule for delivery location See below FOB: Destination Period of Performance: 09/07/2011 to 08/31/2012 Change Item 00001 to read as follows(amount shown is the obligated amount):				
00001	Executive Management Consultant				-20,518.80

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 08/31/2011
2. CONTRACT NO. *(If any)*: GS10F0261M
3. ORDER NO.: D11PD19004
4. REQUISITION/REFERENCE NO.:
5. ISSUING OFFICE *(Address correspondence to)*:
NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon VA 20170-4817

6. SHIP TO:
a. NAME OF CONSIGNEE: No Shipping Information
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: Jennifer Mueller 202.739.9619
b. COMPANY NAME: THOMPSON MEDIA GROUP LLC
c. STREET ADDRESS: 805 15TH ST NW 3RD FLOOR
d. CITY: WASHINGTON
e. STATE: DC
f. ZIP CODE: 20005-2292

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
2011 - - NP - 6940 - - 252J - - NPA57 - - - 150429 - - 1K - 69 - - -

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☑ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
16. DISCOUNT TERMS

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)
	SEE LINE ITEM DETAIL			$	$	

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

17(h) TOT. *(Cont. pages)*

21. MAIL INVOICE TO: No Contacts Identified
a. NAME: GovPay Electronic Invoicing at http:www.govpay.gov
b. STREET ADDRESS *(or P.O. Box)*: e-mail: HelpDesk@govpay.gov , Phone: 703-964-8802 ,
c. CITY
d. STATE
e. ZIP CODE

17(i) GRAND TOTAL: $50,423.69

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*: Melissa Onyszko
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

Jennifer Mueller
Digitally signed by Jennifer Mueller
DN: cn=Jennifer Mueller, o=The Perfomance Institute, ou, email=nicole.stemplen@performanceinstitute.org, c=US
Date: 2011.08.30 15:13:50 -05'00'

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_______. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2011	GS10F0261M	D11PD19004

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a Labor-Hours Type Contract. *BIS Project Number: 64125* *IA:NRC30110013* *DUNS:96-690-8704* *TIN: 27-4171276*					
0001	Executive Management Consultant	157.00	AU	$ 321.170	$ 50,423.69	
	Start Date 09/07/2011 *End Date* 03/01/2012					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $50,423.69

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There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by December 16, 2011 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Final Draft Strategic Plan:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around November 4, 2011, and a final draft strategic plan by or around December 16, 2011.

5 Period and Place of Performance

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on March 1, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

   iii. Labor Category(s) associated with employee

   iv. Hourly Rate associated with employee

   v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 GovPay E-Invoicing

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at http://www.ccr.gov.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least

fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved..

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise

provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

2 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

3 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's

employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

4 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____
(Signature).

____
Date

5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

6 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7 **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	**Monetary Wage -- Fringe Benefits**
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

8 **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 IV&V Contractor within 7 calendar days of contract expiration.

9 **1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

10 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

11 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Wage Determination

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 03/01/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE D21

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is:

1) Extend the overall period of performance of the contract from May 01, 2012 to May 15, 2012 and update section 5 of the Statement of Work.

2) Extend the due dates for the initial and final Draft Strategic Plans and update sections 2 and 4 of the Statement of Work.

3) Realign Labor by reducing the Executive Management Consultant hours and adding Researcher/Consultant hours. "Appendix A: Labor Distribution" is added to the contract to illustrate the labor distribution to be charged against the contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Jennifer Mueller	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Melissa Onyszko

15B. CONTRACTOR/OFFEROR Jennifer Mueller (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 3-27-12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Legacy Doc #: D11PD19004 Period of Performance: 09/07/2011 to 05/15/2012 This is a Labor-Hours Type Contract. Award BIS Project Number: 64125 IA:NRC30110013 DUNS:966908704 TIN: 274171276				

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There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer’s Technical Representative.

1. Appendix A: Labor Distribution

The total potential not to exceed amount/ceiling is **$50,423.69**. The contract is fully funded for labor in the amount of **$50,423.69**. The contractor shall bill at the labor category rates identified below. The contractor shall not exceed the hours for each of the labor categories as described. The government is not required to reimburse the contractor for any hours incurred for each labor category that exceed the hours identified below. The contractor is not required to incur costs in excess of the funds obligated to the contract nor will the government be required to reimburse the contractor for any costs incurred in excess of the amount obligated.

Labor Category	Rate	Hours
Executive Management Consultant	$321.17	149
Researcher/Consultant	$113.07	22

2. STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 2)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by May 02, 2012 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 2)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial and Final Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around March 30, 2012 , and a final draft strategic plan by or around May 02, 2012

5 Period and Place of Performance (Updated Modification 2)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on May 15, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number
b) Billing period covered for services performed
c) For each task area under the SOW:
    i. Name of personnel
    ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee
    iii. Labor Category(s) associated with employee

iv. Hourly Rate associated with employee

v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual’s sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes

or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

3 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

4 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees

of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

5 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ________________________
Contracting Officer

THROUGH: ________________________
Contractor's Program Manager

FROM: ________________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____

(Signature)

____

Date

6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

7 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (10) [Reserved]
___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

9 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 IV&V Contractor within 7 calendar days of contract expiration.

10 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

11 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

12 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
PAGE OF PAGES	1 / 25
2. AMENDMENT/MODIFICATION NO.	0001
3. EFFECTIVE DATE	01/23/2012
4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. *(If applicable)*	
6. ISSUED BY CODE	D21
7. ADMINISTERED BY *(If other than Item 6)* CODE	

6. ISSUED BY:
DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
The purpose of this modification is: 1) Extend the due dates for the initial and final Draft Strategic Plans (See Statement of Work sections 2 and 4); 2) Extend the overall period of performance of the contract (See Statement of work section 5); 3) Replace Statement of Work section 8, "GovPay E-Invoicing" with "Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011)."
Legacy Doc #: D11PD19004
Period of Performance: 09/07/2011 to 05/01/2012
This is a Labor-Hours Type Contract.
Award BIS Project Number: 64125
IA:NRC30110013
DUNS:96-690-8704
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Melissa Onyszko
15B. CONTRACTOR/OFFEROR Jennifer Mueller *(Signature of person authorized to sign)*	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*
15C. DATE SIGNED	16C. DATE SIGNED 1/24/12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0261M/D11PD19004/0001	PAGE 2 OF 25

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TIN: 27-4171276				

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 1)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by April 20, 2012 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 1)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial and Final Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around March 23, 2012 , and a final draft strategic plan by or around April 20, 2012

5 Period and Place of Performance (Updated Modification 1)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on May 1, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

   iii. Labor Category(s) associated with employee

   iv. Hourly Rate associated with employee

   v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

   vi. Dates being invoiced

   vii. Associated SOW task area

   viii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817

Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

2 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

3 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

4 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____
(Signature)

____

Date

5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

6 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

8 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 IV&V Contractor within 7 calendar days of contract expiration.

9 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

10 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

11 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Wage Determination

NRC OIG April 2012 Invoice & Progress Report

Billing Period – April 1-30, 2012
Invoice Number –G324.71
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for April - 30 Hours
Executive Management Consultant Hourly Rate -$321.17
Researcher/Consultant Hourly Rate -$113.07
Total Amount Billed -$8,386.50
Any Changes incurred to date but not being billed under this invoice- No

Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
April 2nd	Draft Strat Plan @ *$321.17 per hour*	3 hours
April 3rd	Draft Strat Plan @*-$321.17 per hour*	4 Hours
April 4th	Measurement Review @ *$321.17 per hour*	2 hours
April 5th	OIG Measurement Session@*-$321.17 per hour*	4 Hours
April 5th	OIG Measurement Session *(Junior Staffer) @ $113.07 per hour*	4 Hours
April 6th	Report Write Up (*Junior Staffer*) *@ $113.07 per hour*	2 Hours
April 12th	Draft Strat Plan @ *-$321.17 per hour*	1 Hour
April 13th	Draft Strat Plan@ *-$321.17 per hour*	3 Hours
April 16th	Draft Strat Plan@ *-$321.17 per hour*	2 Hours
April 17th	Draft Strat Plan@ *-$321.17 per hour*	5 Hours

Total Amount Billed for April 2012- $8,386.50

Summary Report
In April, PI conducted an OIG Facilitated Session on OIG Measures and finished drafting the Strategic Plan. The NRC OIG received the Draft and let PI know she would be back in touch with any revisions or comments. PI has subsequently reached out to NRC OIG to alert them that they are available for any needed changes.

NRC OIG Nov 2011 Invoice & Progress Report

Billing Period – November 1-30, 2011
Invoice Number –G324.42
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for Nov 2011 -10
Hourly Rate-$321.17
Total Amount Billed -$3,211.70
Any Changes incurred to date but not being billed under this invoice- No

Nov 2011 Time Sheet

Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
11/9/2011	Task 3 – Draft Strat Plan	2
11/29/2011	Task 3 – Draft Strat Plan	3
11/30/2011	Task 3 – Draft Strat Plan	5

Total Amount Billed for November 2011- $3211.70

Summary Report

Two information gathering sessions were held, on November 9th and 30th to begin the development of the Draft Strategic Plan. These two sessions and the preparatory work on November 29th, finalized the mission, vision, goal and values statements for the NRC OIG and then went on to develop a structured environmental analysis around “Strengths, Weaknesses, Opportunities and Threats” for Each Strategic Goal. Environmental analysis from key stakeholders in both the investigative and audit area will provide essential information for strategy development.

NRC OIG Oct 2011 Invoice & Progress Report

Billing Period – October 1-31, 2011
Invoice Number -G324.41
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for Oct 2011 -12
Hourly Rate-$321.17
Total Amount Billed -$3,854.04
Any Changes incurred to date but not being billed under this invoice- No

Oct 2011 Time Sheet

Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
10/13/2011	Task 1 –Kickoff	3 hours
10/17/2011	Task 3 – Strat Plan	4 hours
10/19/2011	Task 3 - Strat Plan	5 Hours

Summary Report

PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th. Next steps included finalizing mission, vision and value statements and moving to center of gravity and stakeholder sessions for strategy development.

NRC OIG March 2012 Invoice & Progress Report

Billing Period – March 1-30, 2012
Invoice Number –G324.62
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for March
Hourly Rate-$321.17
Total Amount Billed -$4,496.38
Any Changes incurred to date but not being billed under this invoice- No

March 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
March 1	Facilitation Session – Prep for Performance Measurement Session	2
March 6	Facilitation Session – Pre Meeting at NRC for Performance Measurement Session	4
March 8	Draft Strategic Plan – Data Dictionary Research and Report	3
March 29	Draft Strategic Plan – First Section	3
March 30	Draft Strategic Plan – First Section	2
		14 Hours

Total Amount Billed for March 2012- $4,496.38

Summary Report
In March, Jon Desenberg met with David Lee and Deb Huber to refine NRC OIG Performance Measures and plan a performance measurement facilitated session. A Data Dictionary report and sample was also prepared and submitted and drafting of the Strategic Plan began.

NRC OIG January 2012 Invoice & Progress Report

Billing Period – January 1-31, 2012
Invoice Number –G324.61
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for January - 7
Hourly Rate-$321.17
Total Amount Billed -$ 2248.19
Any Changes incurred to date but not being billed under this invoice- No

January 2011 Time Sheet

Dates Being Invoiced	**Associated SOW Task Area**	**Notes**	**Corresponding Hours for each Date**
January 10, 2012	Task 2	Meeting with Deb Huber and Lynn Fort and follow up work concerning SWOT analysis	3
January 12, 2012	Task 2	Meeting with 3 team leaders and Deb Huber discussing Safety, Security and Mgmt Strategy Development	1
January 20, 2012	Task 2	Milestone Development for Strategic Plan	2
January 26, 2012	Task 2	Review of Management Team Environmental Scan and Draft Strategies	1

Total Amount Billed for January 2012- **$2248.19**

Summary Report

Jon Desenberg worked with Debra Huber and the three planning team leaders during January to facilitate the development of three strategy documents covering all three areas of the OIG. Work was conducted through meetings and phone calls to capture the SWOT content from previous sessions, incorporate stakeholder session transcripts from the NRC Strategic Planning Session and ensure that all three teams were developing quality content for use during the February 9th facilitated session.

ACQUISITION SERVICES DIRECTORATE

May 11, 2012

Christopher Kamal & Nicole Stempien
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Mr. Kamal & Ms. Stempien,

The Government has decided to revise the initial version of the strategic plan, provided under task order D11PD0004, internally with OIG staff as the Government feels it requires more extensive knowledge of the OIG's program. The Government would however like The Performance Institute to review and comment on the Government's draft when it is complete. The Government feels that The Performance Institutes' expertise will be especially helpful in performing a critical review before the Government submits the plan to their stakeholders and ultimately to the OMB.

To this end the Government is requesting the following changes to the task order:

1) Modify the period of performance from the current end date of May 15, 2012 to a new end date of 08/31/2012.

2) The Government requests that tasks 5, 6, and 7 from your most recent quote, dated 03/20/2012 and submitted by Jennifer Mueller, be combined into a task entitled "Submission of comments on OIG's Draft Strategic Plan." The due date would be 10 business days after receipt of OIG's draft or as agreed to by the Government and The Performance Institute.

Please provide a revised quote to us as soon as possible as the current period of performance ends May 15, 2012 and this modification will need to be completed prior to that time.

Respectfully,

Melissa Onyszko
Contracting Officer

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

RE: Updated Project Plan
Stempien, Nicole
to:
Joshua_Watkins@nbc.gov
05/22/2012 11:52 AM
Cc:
"Kamal, Chris", "melissa_onyszko@nbc.gov"
Hide Details
From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc: "Kamal, Chris" <chris.kamal@performanceinstitute.org>, "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>

Hi Joshua,

Please change that to 18 hours instead of 20 hours.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Tuesday, May 22, 2012 10:48 AM
To: Stempien, Nicole
Cc: Kamal, Chris; melissa_onyszko@nbc.gov
Subject: Re: Updated Project Plan

Good Morning Nicole,

Quick question. On page 4, Task #1, The Effort Hours for Executive Management Consultant I believe has a typo. Should that figure be should be 18 hours and not 20 ($321.17 x 18 = $5781.06)? Or is the dollar amount incorrect for that task.

Let us know which is correct, you do not have to submit a revised proposal, just let us know which is the typo.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc: "Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date: 05/21/2012 10:02 AM
Subject: Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31st.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org
[attachment "PI_NRC_UpdateProjectPlanV2_05212012.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

ACQUISITION
SERVICES DIRECTORATE

NBC

May 11, 2012

Christopher Kamal & Nicole Stempien
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Mr. Kamal & Ms. Stempien,

The Government has decided to revise the initial version of the strategic plan, provided under task order D11PD0004, internally with OIG staff as the Government feels it requires more extensive knowledge of the OIG's program. The Government would however like The Performance Institute to review and comment on the Government's draft when it is complete. The Government feels that The Performance Institutes' expertise will be especially helpful in performing a critical review before the Government submits the plan to their stakeholders and ultimately to the OMB.

To this end the Government is requesting the following changes to the task order:

1) Modify the period of performance from the current end date of May 15, 2012 to a new end date of 08/31/2012.

2) The Government requests that tasks 5, 6, and 7 from your most recent quote, dated 03/20/2012 and submitted by Jennifer Mueller, be combined into a task entitled "Submission of comments on OIG's Draft Strategic Plan." The due date would be 10 business days after receipt of OIG's draft or as agreed to by the Government and The Performance Institute.

Please provide a revised quote to us as soon as possible as the current period of performance ends May 15, 2012 and this modification will need to be completed prior to that time.

Respectfully,

Melissa Onyszko

Melissa Onyszko
Contracting Officer

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

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(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

File Index 4 - Modifications

Award Number: D11PD19004 Modification Number: 0001

Check One: ☐ Unilateral Mod ☑ Bi-Lateral Mod

Check One: ☐ Administrative ☐ Option Exercise ☑ Other: Supplemental Agreement (Date Extension)

FILE CONTENTS	Filed	N/A
Funding and Requirements Documents - Requisition or Interagency Agreement - Request from client for in-scope change / option exercise / etc. - Independent Government Estimate (IGE)	JW	JW JW JW
Market Research		JW
Misc. Correspondence	JW	
Notification of Intent to Exercise an Option		JW
Justification and Approvals / Determinations and Findings / Waivers and Other Required Documentation: - Option Exercise - Documentation Limiting Competition - D&F for Time & Materials or Labor Hours		JW JW JW
Contractor's Revised Offer		JT
Technical Review of Revised Offer		JW
CCR / EPLS	JW	
Modification Review Checklist	JW	
Modification Review and Approval [Peer, Team, Branch, Solicitor]	JW	
FPDS-NG Validation Record	JW	
Memorandum for Record [documentation specifically explaining this modification]	JW	
Modification	JW	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 25
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 01/23/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE D21		7. ADMINISTERED BY *(If other than Item 6)* CODE	

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)* 08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is: 1) Extend the due dates for the initial and final Draft Strategic Plans (See Statement of Work sections 2 and 4); 2) Extend the overall period of performance of the contract (See Statement of work section 5); 3) Replace Statement of Work section 8, "GovPay E-Invoicing" with "Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011)."
Legacy Doc #: D11PD19004
Period of Performance: 09/07/2011 to 05/01/2012
This is a Labor-Hours Type Contract.
Award BIS Project Number: 64125
IA:NRC30110013
DUNS:96-690-8704
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Melissa Onyszko	
15B. CONTRACTOR/OFFEROR Jennifer Mueller *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Melissa Onyszko *(Signature of Contracting Officer)*	16C. DATE SIGNED 1/24/12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0261M/D11PD19004/0001	PAGE 2 OF 25

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TIN: 27-4171276				

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 1)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by April 20, 2012 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 1)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial and Final Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around March 23, 2012 , and a final draft strategic plan by or around April 20, 2012

5 Period and Place of Performance (Updated Modification 1)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on May 1, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:
   i. Name of personnel
   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee
   iii. Labor Category(s) associated with employee
   iv. Hourly Rate associated with employee
   v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:
   vi. Dates being invoiced
   vii. Associated SOW task area
   viii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817

Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

2 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

3 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.

The contractor shall include this provision in all subcontracts for contractor support services under this contract.

4 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____

(Signature)

Date

5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data -- General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

6 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate 1 (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate 1 (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

8 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 IV&V Contractor within 7 calendar days of contract expiration.

9 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

10 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

11 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Wage Determination

ACQUISITION
SERVICES DIRECTORATE
Herndon

MEMORANDUM

TO: File
FROM: Melissa Onyszko, Contracting Officer

Joshua Watkins, Contract Specialist

DATE: 01/23/2012
SUBJECT: D11PD19004 - A1

The purpose of this modification is: 1) Extend the due dates for the initial and final Draft Strategic Plans (See Statement of Work sections 2 and 4); 2) Extend the overall period of performance of the contract (See Statement of Work section 5); 3) Replace Statement of Work section 8, "GovPay E-Invoicing" with "Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011)."

> 1 & 2) The Contracting Officer Technical Representative (COTR) Lynn Fort emailed the contracting office on 01/18/2012 indicating that an extension to the contract period of performance end date needed to be extended because the facilitation sessions required by the contract could not be completed due to scheduling conflicts in December. The Specialist sent the COTR an email on 01/18/2012 with a request that the COTR update the Statement of Work as necessary. The revised Statement of Work was received from the COTR on 01/18/2012 and sent to the contractor on 01/19/2012. The contractor agreed with the changes via email on 01/20/2012.
>
> 3) Due to the Acquisition Services Directorate's transition to a new financial system, contractors will now be required to utilize the Department of Treasury's Internet Payment Platform to submit their invoices for payment. As such, the administrative change to the method of invoicing was changed, in the Terms and Conditions, with this modification.

The vendor's CCR record is valid until 10/03/2012.

Execution of this modification is in the best interest of the Government.

RE: Mod 1 to NRC task order D11PD19004
Joshua Watkins to: Mueller, Jennifer 01/24/2012 01:37 PM
Cc: "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"
Bcc: Lynn.Fort, Deborah.Huber

From:	Joshua Watkins/NBC/OS/DOI
To:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
Cc:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Bcc:	Lynn.Fort@nrc.gov, Deborah.Huber@nrc.gov

Good Afternoon,

Thank you for the quick response. Attached is the fully signed copy of the modification.

D11PD19004 - Mod 1.pdf

If you have any questions, please feel free to let us know.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

RE: Mod 1 to NRC task order D11PD19004

Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov, melissa.onyszko@aqd.nbc.gov 01/24/2012 11:43 AM

Cc: "Stempien, Nicole"

Hi Joshua/Melissa,

I hope all is well. Attached is the signed modification for your records. Thanks and have a wonderful day!

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, January 24, 2012 10:24 AM
To: Mueller, Jennifer
Cc: Desenberg, Jon; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Mod 1 to NRC task order D11PD19004

Good Morning,

I have attached the unsigned copy of modification 1 to task order D11PD19004.

Please review and return a signed copy to Melissa and myself.
If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

D11PD19004 - Mod 1 -signed.pdf

Mod 1 to NRC task order D11PD19004

Joshua Watkins to: Mueller, Jennifer 01/24/2012 11:24 AM

Cc: "Desenberg, Jon", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

Good Morning,

I have attached the unsigned copy of modification 1 to task order D11PD19004.

D11PD19004 - Mod 1 -unsigned.pdf

Please review and return a signed copy to Melissa and myself.
If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Print Close Help

Transaction Information

Award Type:	Delivery/Task Order	**Prepared Date:**	01/24/2012 12:36:09	**Prepared User:**	ONYSZKOM
Award Status:	Final	**Last Modified Date:**	01/24/2012 13:12:30	**Last Modified User:**	ONYSZKOM

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	1406	IND11PD19004	1	0
Referenced IDV ID:	4730	GS10F0261M	4	

Reason For Modification: SUPPLEMENTAL AGREEMENT FOR WORK WITHIN SCO

Solicitation ID:

	Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol:	31	0300		Select One

Dates

Date Signed:	01/24/2012
Effective Date:	01/23/2012
Completion Date:	05/01/2012
Est. Ultimate Completion Date:	05/01/2012

Amounts

	Current	Total
Action Obligation:	$0.00	$50,423.69
Base And Exercised Options Value:	$0.00	$50,423.69
Base And All Options Value:	$0.00	$50,423.69
Fee Paid for Use of Indefinite Delivery Vehicle:	$0.00	

Purchaser Information

Contracting Office Agency ID:	1406	**Contracting Office Agency Name:**	OFFICE OF POLICY, BUDGET AND ADMIN
Contracting Office ID:	00004	**Contracting Office Name:**	NBC ACQUISITION SERVICES DIRECTOR/
Funding Agency ID:	3100	**Funding Agency Name:**	NUCLEAR REGULATORY COMMISSION
Funding Office ID:	NRCHQ	**Funding Office Name:**	NUCLEAR REGULATORY COMMISSION
Foreign Funding:	Not Applicable		

Contractor Information

CCR Exception: Remove Exception

DUNS No:	966908704	**Street:**	
Vendor Name:		**Street2:**	
DBAN:		**City:**	
		State:	**Zip:**
		Country:	
		Phone:	
		Fax No:	
		Congressional District:	

Show Details

Business Category	
Organization Type	
Number of Employees	0
State of Incorporation	
Country of Incorporation	
Annual Revenue	$0

Contract Data

Type of Contract:	Labor Hours
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

** FY 2004 and prior; 80% or more specified as performance requirement*

*** FY 2005 and later; 50% or more specified as performance requirement**

Contingency Humanitarian Peacekeeping Operation:	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:	No
Number Of Actions:	1

Legislative Mandates

Clinger-Cohen Act:	No
Service Contract Act:	Not Applicable
Walsh-Healey Act:	Not Applicable
Davis Bacon Act:	Not Applicable
Interagency Contracting Authority:	Other Statutory Authority
Other Interagency Contracting Statutory Authority: *(1000 characters)*	OCFO

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:	MD		USA
Principal Place Of Performance County Name:	MONTGOMERY		
Principal Place Of Performance City Name:	ROCKVILLE		
Congressional District Place Of Performance:	08		
Place Of Performance Zip Code(+4):	20852 - 2746		

Product Or Service Information

Product/Service Code:	R409	**Description:**	PROGRAM REVIEW/DEVELOPMENT SERVICES
Principal NAICS Code:	541611	**Description:**	ADMINISTRATIVE MANAGEMENT AND GENERAL M
Bundled Contract:	Not a bundled requirement		
System Equipment Code:			
Country of Product or Service Origin:	US UNITED STATES		
Place of Manufacture:	Not a manufactured end product		
Domestic or Foreign Entity:	Select One		
Recovered Materials/Sustainability:	No Clauses Included and No Sustainability Included	**OMB Policy on Sustainable Acquisition**	
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:		**Description:**	
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
Use Of EPA Designated Products:	Not Required		
Description Of Requirement: *(4000 characters)*	Facilitation support to update the NRC OIG FY 2008 2013 strategic plan.		

Competition Information

Extent Competed For Referenced IDV:	Full and Open Competition
Extent Competed:	Full and Open Competition
Solicitation Procedures:	Subject to Multiple Award Fair Opportunity
Type Of Set Aside:	No set aside used
Evaluated Preference:	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Fair Opportunity given
Other Than Full And Open Competition:	Select One
Local Area Set Aside:	No
FedBizOpps:	Not Applicable
A76 Action:	No
Commercial Item Acquisition Procedures:	Commercial Item
Number Of Offers Received:	6
Small Business Competitiveness Demonstration Program:	
Commercial Item Test Program:	No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:	Small Business
Subcontract Plan:	Select One

Price Evaluation Percent Difference:	0	%

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PD19004 – Mod 1	CS: Joshua Watkins
	CO: Melissa Onyszko

Check One:

☐ Pre-Solicitation Documents ☐ Solicitation ☐ Award ☒ Modification ☐ Protest ☐ Termination

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	Action Required	Name	Concur / Approve / Reject (indicate with or w/o comments)	Signature	Date
Peer	Concur	James Tessitore	concur w/o comments	[signature]	1-24-12

Reviewer Name: Comments:	Resolution of Comments:	Initials & Date:

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
1. Is the modification properly documented and within scope? FAR 43.1	All modifications	TW 1/24/12	☐	☐	
2. Does the file contain evidence of availability of funds? FAR 4.803(a)(3)	All modifications obligating additional funds	☐	☐	TW 1/24	
3. Does the file contain an Independent Government Cost Estimate reflecting the probable cost for the supply or service? NBC-ACQ-6900-026	Modifications increasing the level of effort of contract over the SAT	☐	☐	TW 1/24	
4. Did the CO provide written notice to the contractor within the time period specified in the contract? FAR 17.207(a)	Modifications exercising an option	☐	☐	TW 1/24	
5. Did the CO ensure that the contractor is listed on CCR prior to completing the modification?	All modifications	TW 1/24	☐	☐	
6. Did the CO review the Excluded Parties List Service (EPLS) prior to completing the modification? FAR 9.405-1(b)(3)	Modifications exercising an option, extending the POP, adding additional work or otherwise increasing the level of effort	TW 1/24	☐	☐	
7. Did the CO make a written determination that exercise is in accordance with the terms of the option and the requirements of FAR Parts 6 and 17? FAR 17.207(f)	Modifications exercising an option	☐	☐	TW 1/24	
8. Are the contractor's ORCA electronic representations and certifications less than one year old, and did the CO annotate the date of their verification of this fact in the modification file? Best Practice	Modifications exercising an option	☐	☐	TW 1/24	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
9. Did the CO ensure that the Indefinite Delivery Vehicle (IDIQ, BPA, etc.) is still active prior to exercising an option?	Modifications exercising options for orders against IDVs	☐	☐	TL 1/24	
10. If the COR changed, was their appointment terminated in writing with a copy provided to the contractor and the COR Program Coordinator?	If COR is assigned	☐	☐	TL 1/24	
11. If the CO has changed since award of the contract or delivery / task order, does the file contain a chronological list identifying the awarding and successor CO's with inclusive dates of responsibility? FAR 4.803(a)(41)	All modifications	☐	☐	TL 1/24	
12. Has the CO signed a D&F justifying the use of a T&M or LH contract prior to exercising the option? FAR 16.601(d)	Modifications exercising an option for T&M or LH contracts where the total POP exceeds three years	☐	☐	TL 1/24	
13. Was the modification reviewed and approved by the competition advocate? NBCM-ACQ-6900-041, DIAPR 2008-10	All modifications to exercise options if the basic award was non-competitive; *and* all modifications that add work or increase the price of an award	☐	☐	TL 1/24	
14. Have the required internal reviews and approvals been completed on the award documents? NBCM-ACQ-6900-015	All Modifications	JWD 1/24/12	☐	☐	
15. Did the CO obtain legal review of the modification? NBCM-ACQ-6900-015	Modifications over $500,000	☐	☐	TL 1/24	
16. Did the CO enter the data in FPDS-NG? FAR 4.602(d); NBCM-ACQ-6900-033	All modifications	JWD 1/24/12	☐	☐	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
17. Did the CO ensure that interim contractor performance evaluations are being completed at least annually? NBCM-ACQ-6900-044	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	[illegible] 1/24	
18. Did the CO ensure that Contract Status Reports are being completed at least every six months? NBCM-ACQ-6900-034	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	[illegible] 1/24	
19. Did the CO ensure that any expired funds remaining from the previous performance period were deobligated within 90 days after the end of the performance period? Best Practice	Modifications exercising an option	☐	☐	[illegible] 1/24	
20. Did the CO ensure that a link to the customer satisfaction survey was sent to the customer within two business days of the award?	Modifications exercising an option	☐	☐	[illegible] 1/24	

EPLS

Excluded Parties List System

Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

DUNS : 966908704

As of 24-Jan-2012 7:54 AM EST

Save to MyEPLS

Your search returned no results.

We recommend an Advanced Search by **Exact Name** or **Partial Name** as all records may not include a **DUNS**.

Back New Search Printer-Friendly

Resources

> Search Help
> Advanced Search Tips
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News
> System for Award Management (SAM)

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 10/03/2012.
DUNS: 966908704
DUNS PLUS4:
CAGE/NCAGE: 6A4B0
Legal Business Name: THOMPSON MEDIA GROUP LLC
Doing Business As (DBA): PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT
Division Name:
Division Number:
Company URL: http://www.performanceweb.org

Physical Street Address 1: 805 15TH ST NW 3RD FLOOR
Physical Street Address 2:
Physical City: WASHINGTON
Physical State: DC
Physical Foreign Province:
Physical Zip/Postal Code: 20005-2292
Physical Country: USA

Mailing Name: THOMPSON MEDIA GROUP LLC D/B/A THE PERFORMANCE INSTITUTE
Mailing Street Address 1: 5201 W KENNEDY BLVD
Mailing Street Address 2: SUITE 220
Mailing City: TAMPA
Mailing State: FL
Mailing Foreign Province:
Mailing Zip/Postal Code: 33609-1803
Mailing Country: USA

Business Start Date: 12/24/2010
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Partnership or Limited Liability Partnership

Business Types/Grants

LJ - Limited Liability Company
VN - Contracts
2X - For-Profit Organization

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)

541611 - Administrative Management and General Management Consulting Services

541612 - Human Resources Consulting Services

541614 - Process, Physical Distribution, and Logistics Consulting Services

611430 - Professional and Management Development Training

Product Service Codes (PSC)

R420 - SUPPORT- PROFESSIONAL: CERTIFICATIONS AND ACCREDITATIONS (OTHER THAN EDUC OR INFO TECH C&A)

R498 - SUPPORT- PROFESSIONAL: PATENT AND TRADEMARK

U001 - EDUCATION/TRAINING- LECTURES

U008 - EDUCATION/TRAINING- TRAINING/CURRICULUM DEVELOPMENT

U009 - EDUCATION/TRAINING- GENERAL

U010 - EDUCATION/TRAINING- CERTIFICATIONS/ACCREDITATIONS FOR EDUCATIONAL INSTITUTIONS

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business

531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541612	Human Resources Consulting Services	No	No
541614	Process, Physical Distribution, and Logistics Consulting Services	No	No
611430	Professional and Management Development Training	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

Government Business Alternate POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:
Fax: 866-234-0681

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:

Electronic Business Alternate POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:

Fax: 866-234-0681 **Fax:** 202-739-9501

RE: Draft Changes for NRC task order D11PD19004
Mueller, Jennifer
to:
Joshua.Watkins@aqd.nbc.gov
01/20/2012 11:42 AM
Cc:
"Stempien, Nicole", "Desenberg, Jon", "melissa.onyszko@aqd.nbc.gov"
Hide Details
From: "Mueller, Jennifer"

To: "Joshua.Watkins@aqd.nbc.gov"

Cc: "Stempien, Nicole" ; "Desenberg, Jon" , "melissa.onyszko@aqd.nbc.gov"

Hi Joshua,

I hope all is well. I have reviewed the draft and everything looks good. Once the modification is ready, please send it over for execution.

Thanks and have a nice weekend.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, January 19, 2012 10:02 AM
To: Mueller, Jennifer
Cc: Stempien, Nicole; Desenberg, Jon; melissa.onyszko@aqd.nbc.gov

Subject: Draft Changes for NRC task order D11PD19004

Good Morning,

NRC has request an extension to the task order D11PD19004 until May 1, 2012. Attached is the draft changes to the statement of work to incorporate new dates related to this extension. Also included is the official change for invoicing to the IPP system.

Please review and let Melissa or myself know if there any questions or concerns. If not we will begin drafting the modification.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

RE: No cost extension for D11PD19004
Joshua Watkins to: Fort, Lynn 01/18/2012 03:57 PM
Cc: "Huber, Deborah", "'melissa.onyszko@aqd.nbc.gov'"

From:	Joshua Watkins/NBC/OS/DOI
To:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc:	"Huber, Deborah" <Deborah.Huber@nrc.gov>, "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>

Good Afternoon Lynn,

Thank you for the updates. I will be shortly making the changes necessary for invoicing and then we will send to the contract. I do not think I will need any additional information, but I will let you know if I do.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Fort, Lynn" Hi, Joshua. Updates are attached. Let me know ... 01/18/2012 02:21:10 PM

From:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
To:	"'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"Huber, Deborah" <Deborah.Huber@nrc.gov>, "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
Date:	01/18/2012 02:21 PM
Subject:	RE: No cost extension for D11PD19004

Hi, Joshua.

Updates are attached. Let me know if you have any questions or need additional information.

Hope you're having a good day,

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Wednesday, January 18, 2012 10:29 AM
To: Fort, Lynn
Cc: Huber, Deborah; 'melissa.onyszko@aqd.nbc.gov'
Subject: Re: No cost extension for D11PD19004

Good morning,

I have attached a tracked changes version of the SOW and clauses. Please look it over and update any dates that will be effected by this. Once we have that we will send it to the contractor to review and then we will create and process the modification.

With this modification we will also formally update the invoicing instructions. These have not been edited on this document yet but will be prior to review by the contractor.

If you have any other questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 01/18/2012 08:56 AM
Subject: No cost extension for D11PD19004

Hi, Melissa and Josh.

We would like to extend our contract until May 1, 2012 at no additional cost. This is needed because we were unable to complete our facilitation sessions due to scheduling conflicts in December.

What steps do I need to take to accomplish this?

Thanks for your help.

Lynn

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

[attachment "SOW Clauses for Mod 1.docx" deleted by Joshua Watkins/NBC/OS/DOI]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
PAGE OF PAGES	1 / 2
2. AMENDMENT/MODIFICATION NO.	0004
3. EFFECTIVE DATE	04/17/2013
4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. *(If applicable)*	
6. ISSUED BY CODE	D21
7. ADMINISTERED BY *(If other than Item 6)* CODE	

6. ISSUED BY

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
01 Net Decrease: -$20,518.80

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804 - Closeout of contract files

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to closeout contract D11PD19004 and de-obligate remaining funds in the amount of $20,518.80. All deliverables have been received, and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this contract is hereby modified as follows:

a. The Contractor's Voucher No. G324.65, dated 08/02/2012, in the amount of $2,569.36 shall be considered the final allowable costs associated with this contract.

b. The total obligated funding is decreased by $20,518.80, from $50,423.69 to $29,904.89.

c. With this closeout modification, the contractor hereby releases the Government from any
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Robin Johnston, Sr. Contract Specialist	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Melissa Onyszko
15B. CONTRACTOR/OFFEROR RMJohnst *(Signature of person authorized to sign)*	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*
15C. DATE SIGNED 4/24/13	16C. DATE SIGNED 4-30-13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS10F0261M/D11PD19004/0004	2	2

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and all liability under this contract. Legacy Doc #: D11PD19004 Payment Terms: PP30 Delivery Location Code: 0004506041 See schedule for delivery location See below FOB: Destination Period of Performance: 09/07/2011 to 08/31/2012 Change Item 00001 to read as follows(amount shown is the obligated amount):				
00001	Executive Management Consultant				-20,518.80

ACQUISITION SERVICES DIRECTORATE

Contract Completion Statement

CONTRACT / PURCHASE / TASK / DELIVERY ORDER NO.	D11PD19004	LAST CONTRACT MODIFICATION NO. OR DO/TO ISSUED UNDER AN ID/IQ CONTRACT	4
PERIOD OF PERFORMANCE / DELIVERY DATE (MM/DD/YYYY – MM/DD/YYYY)	09/07/2011-08/31/2012	TOTAL CONTRACT AMOUNT	$29,904.89
The Contractor has completed the required deliveries and/or performed all services and the Government has inspected and accepted the supplies and/or services, therefore the order is physically complete and ready for closeout. Additionally, the order is not in litigation, under appeal nor been terminated.			
Contracting office name, address, phone number and Point of Contact (POC)	AQD Herndon 381 Elden Street, Suite 4000 Herndon VA 20170 Rose Porter (703) 964-3619		
Customer name, address, phone number and POC	US Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852 Lynn Fort Lynn.Fort@nrc.gov		
Contractor name, address, phone number and POC	Thomson Media Group LLC 5201 W Kennedy Blvd., Suite 220 Tampa, FL 33609-1803 Nicole Stempien Nicole.Stempien@performanceinstitute.org		
Amount of any excess funds deobligated by the CO and returned to the customer, if any.	-$20,518.80		
Final Payment Information:	Voucher No. G324.65	Date 08/02/2012	Amount $2,569.36
All required contract administration actions have been fully and satisfactorily accomplished			
NAME OF CONTRACTING OFFICER	Melissa Onyszko		
SIGNATURE Melissa Onyszko	DATE 4.30.13		

This original (signed) Contracting Officer's Contract Completion Statement shall be filed in the contract file prior to disposition in accordance with FAR 4.805 and DIAR 1404.805.

AQD Contract Closeout Checklist

Part I – Use for:

- ✓ Non-commercial acquisitions under the SAT, and
- ✓ Commercial item acquisitions under $6.5 million

Documentation / Action	Required For	Complete	N/A
1. Is the award physically complete? [i.e. the contractor has completed the required deliveries and the Government has inspected and accepted the supplies or the contractor has performed all services and the Government has accepted these services.]	All actions	☒	☐
2. Has final payment been made?	All actions	☒	☐
3. Has the contracting officer reviewed the contract's funding and deobligated and returned any excess funding remaining on the contract?	All actions	☒	☐
4. If a deobligation action occurred, has the action been entered accurately in FPDS-NG? NBCM-ACQ-6900-033	All actions	☒	☐
5. Did the CO prepare yearly evaluations of the contractor's performance in CPARS and file the finalized reports in the contract file? DIAPR 2010-14	Awards exceeding the SAT	☐	☒
6. Was there a bilateral modification that included language releasing the Government from further claims? Best Practice	All actions	☒	☐

Comments:

Checklist Completed By: ____________________ **(Contracting Officer)**

Date: 4·30·13

PO Type Vendor Name PGp Order Date
Item Material Short Text Mat. Group
D I A Plnt SLoc Order Qty OUn Net Price Curr. per Un

D11PD19004 ZC 71092567 THOMPSON MEDIA GROUP LLC D21 09/30/2011
00010 Converted Contracts 252J
D K D000 1 AU 50,423.69 USD 1 AU
Still to be delivered 0.00 USD 0.00 %
Still to be invoiced 20,518.80 USD 40.69 %

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	12/22/2011	D11PD19004	5200352885	3,854.04	2012	12/21/2011	12/22/2011	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20111222095436	Lynn.Fort@nrc.gov	
[illegible]	[illegible]	01/10/2012	D11PD19004	5200358309	4,496.38	2012	01/03/2012	01/09/2012	PO	PD	Paid	Goods/Services Acceptance Escalated To Cindy Gravatt	20120109092915	cindy.gravatt@aqd.nbc.gov	Ini
[illegible]	[illegible]	03/16/2012	D11PD19004	5200396356	5,459.89	2012	03/07/2012	03/16/2012	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20120316084701	Lynn.Fort@nrc.gov	
[illegible]	[illegible]	02/27/2012	D11PD19004	5200386572	1,605.85	2012	02/23/2012	02/27/2012	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20120227093951	Lynn.Fort@nrc.gov	Rev
[illegible]	[illegible]	04/16/2012	D11PD19004	5200409863	4,496.38	2012	04/05/2012	04/05/2012	CX	REJ	Rejected for 3 hours of document preparation.	Goods/Services Acceptance Completed By Cindy Gravatt	20120414200535	cindy.gravatt@aqd.nbc.gov	
[illegible]	[illegible]	05/09/2012	D11PD19004	5200422272	8,386.30	2012	05/08/2012	04/30/2012	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20120509100044	Lynn.Fort@nrc.gov	Apr
[illegible]	[illegible]	06/13/2012	D11PD19004	5200439808	3,532.87	2012	06/11/2012	06/13/2012	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20120613142200	Lynn.Fort@nrc.gov	Rev
[illegible]	[illegible]	08/06/2012	D11PD19004	5200468515	1,569.36	2012	08/02/2012	07/31/2012	PO	PD	Paid	Goods/Services Acceptance Completed By Lynn Fort	20120806131216	Lynn.Fort@nrc.gov	Jul

[illegible]	Business Area	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	D000	S	01/20/2012	Nicole Stempien	703-203-6292		X
tiating escalation after 6 days.	D000	S	02/02/2012	Nicole Stempien	703-203-6292		X
	D000	S	04/06/2012	Nicole Stempien	703-203-6292		X
ised invoice is approved.	D000	S	03/24/2012	Nicole Stempien	703-203-6292		X
	D000	S		Nicole Stempien	703-203-6292		X
il 2012 invoice is approved for payment.	D000	S	06/07/2012	Nicole Stempien	703-203-6292		X
ised invoice is accepted for payment.	D000	S	07/11/2012	Nicole Stempien	703-203-6292		X
y 2012 invoice approved in the amount of $2,569.36.	D000	K	09/01/2012	Nicole Stempien	703-203-6292		X

NRC OIG July 2012 Invoice & Progress Report

Billing Period –July 1-30, 2012
Invoice Number –G324.65
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for June
Hourly Rate-$321.17
Total Amount Billed -$2,569.36
Any Changes incurred to date but not being billed under this invoice- No

July 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
7/16/12	Strat Plan Review	3 hours
7/23/12	Strat Plan Review	3 hours
7/24/12	Strat Plan Review	2 hours
		Total Hours - 8

Total Amount Billed for July 2012- **$2,569.36**

Document Journal

FM Area 1400
Year Commitment Item 2013
Commitment Item
Funds Center
Fund
Layout /IA KM

User RPORTER2
Date/Time 04/17/2013 07:14:49

D11PD19004	10	0100	Purchase Orders	12	09/30/2011	50,423.69	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567				Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	3	12/22/2011	3,854.04-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	4	01/10/2012	4,496.38-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	5	02/27/2012	1,605.85-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	6	03/16/2012	5,459.89-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	7	04/16/2012	4,496.38-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	7	04/17/2012	4,496.38	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	8	05/09/2012	8,386.50-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	9	06/13/2012	3,532.87-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
D11PD19004	10	0200	Purchase Orders	11	08/06/2012	2,569.36-	252J00	DS68694000	XXXD4529NP	DR.NPA57.11110013	6100.252J0	1400		71092567		X		Converted Contracts						DNPAQ
*	10					20,518.80																		
**						20,518.80																		

BISON CONNECT

Re: Manual Deobligation for D11PD19004 - Thompson Media Group LLC

Gable, James <james_m_gable@nbc.gov>
To: Rose Porter <rose_porter@nbc.gov>, OSPayments NBCDENVER <OSPayments_NBCDENVER@nbc.gov>
Cc: Melissa Onyszko <melissa_onyszko@nbc.gov>

Rose Porter & OS Payments,

Modification 0004 has been FBMS/SAP processed.
Reference the screen shot following this t-mail.

Thank You

James Gable (Jim), CGFM
Lead, Financial Specialist

Financial Management Directorate
Interior Business Center
303 969-7204 (Office) 303 969-7281 (Fax)
James_M_Gable@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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Change Obligations - SAP NetWeaver Portal - Windows Internet Explorer
https://www.fbms.doi.net/irj/portal
File Edit View Favorites Tools Help
Change Obligations - SAP NetWeaver Portal

Welcome James Gable
HOME CORE FINANCIALS DATA MANAGEMENT
DISPLAY AP
... AP Home > Change Obligations > Display PO by Number > AP Home > Change Obligations

List Edit Goto Views Settings System Help

Document Journal

Selections

Document Journal

FM Area 1400
Year Commitment Item 2013
Commitment Item
Funds Center
Fund
Layout /MPOPE
User JGABLE1
Date/Time 05/02/2013 10:09:58

RefDocNo	Item	Am...	Σ Pymt B...	...	Fund	Funds Center	Functional Area	WBS Element	Vendor	...	FM pstg d.	G/L Acc
D11PD19004	10	0100	50,423.69	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	12	09/30/2011	6100.252J0
D11PD19004		0150	20,518.80-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	8	05/02/2013	6100.252J0
D11PD19004		0200	3,854.04-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	3	12/22/2011	6100.252J0
D11PD19004		0200	4,496.38-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	4	01/10/2012	6100.252J0
D11PD19004		0200	1,605.85-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	5	02/27/2012	6100.252J0
D11PD19004		0200	5,459.89-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	6	03/16/2012	6100.252J0
D11PD19004		0200	4,496.38-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	7	04/16/2012	6100.252J0
D11PD19004		0200	4,496.38	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	7	04/17/2012	6100.252J0
D11PD19004		0200	8,386.50-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	8	05/09/2012	6100.252J0
D11PD19004		0200	3,532.87-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	9	06/13/2012	6100.252J0
D11PD19004		0200	2,569.36-	C	XXXD4529NP	DS68694000	DNPAQE000.1K0000	DR.NPA57.11110013	71092567	11	08/06/2012	6100.252J0

10 0.00
0.00

Start Fwd: Manual Deobligatio... Change Obligations - ...

On Tue, Apr 30, 2013 at 1:37 PM, NBCDENVER, OSPayments <ospayments_nbcdenver@nbc.gov> wrote:

---------- Forwarded message ----------

From: **Porter, Rose** <rose_porter@nbc.gov>
Date: Tue, Apr 30, 2013 at 12:20 PM
Subject: Manual Deobligation for D11PD19004 - Thompson Media Group LLC
To: OSPayments NBCDENVER <OSPayments_NBCDENVER@nbc.gov>

Good Afternoon,

Attached is the closeout modification for D11PD19004. Please manually deobligate the remainder of the funds.

--
Rose Porter
Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3619 (Office) 703-964-8474 (Fax)
Rose_Porter@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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--

Thank you,
OS Payments

PO	Type	Vendor	Name				PGp	Order Date
[illegible]								
D11PD19004	ZC	71092567	THOMPSON MEDIA GROUP LLC				D21	09/30/2011
00010			Converted Contracts					252J
D K D000				1	AU	29,904.89	USD	1 AU
Still to be delivered						0.00	USD	0.00 %
Still to be invoiced						0.00	USD	0.00 %

ACCEPTANCE OF FUNDING DOCUMENT

To: *(Requiring Activity Address)*	2. MIPR Number		3. Amendment
Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852-2738	NRC30110013		BASIC
	4. DATE (MIPR Signature Date) April 6, 2011	5. AMOUNT *(As Listed on the MIPR)* $40,000.00	

6. The MIPR identified above is accepted and the items requested will be provided as follows: *(Check as Applicable)*

a. ☒ ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

b. ☐ ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)

c. ☐ ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d. ☐ THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7. ☐ MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED.

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a	QUANTITY b	ESTIMATED PRICE c	ITEM NO. a	QUANTITY b	ESTIMATED PRICE c
		$40,000.00 5.0% Service Charge: To Service Charge: $1,904.76 To Contract: $38,095.24 Total: $40,000.00	CONTRACT/ ORDER NO.: D11PD19004 COST: - $20,518.80 SERVICE CHARGE: 0 Note: Deobligation of remaining funds and closeout of contract.		
d. TOTAL ESTIMATED PRICE		$40,000.00	d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS	15. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS $40,000.00

12. FUNDS DATA *(Check if Applicable)*

a. ☐ ADDITIONAL FUNDS IN THE AMOUNT OF $ ____________ ARE REQUIRED *(See Justification in Block 13)*

b. ☐ FUNDS IN THE AMOUNT OF $ ____________ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

NOTWITHSTANDING ANY PREVIOUSLY CITED AUTHORITY, ACQUISITION SERVICES DIRECTORATE HAS ACCEPTED THIS FUNDING UNDER THE GOVERNMENT MANAGEMENT REFORM ACT (GMRA) OF 1994

14. ACCEPTING ACTIVITY *(Complete Address)*	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL	
Acquisition Services Directorate, NBC, DOI 381 Elden Street, Suite 4000 Herndon, VA 20170-4817 Voice: (703) 964-8801 Fax: (703) 964-5300	Sabrina Crane, Chief BMO 16. SIGNATURE Sabrina Crane	17. DATE 4/6/2011

DD FORM 448-2, JUL 71 PREVIOUS EDITION WILL BE USED UNTIL EXHAUSTED. USAPPCV4.00

SR

NBC

ACQUISITION
SERVICES DIRECTORATE
Herndon

April 17, 2013

To: Lynn Fort
NRC
11555 Rockville Pike
Rockville, MD 20852

Subject: **Closeout of Contract # D11PD19004 with Thompson Media Group LLC**

Dear Lynn Fort,

I am contacting you regarding the closeout of order # **D11PD19004** between **Thompson Media Group LLC** and your agency. The period of performance expired on **08/31/2012**.

Please sign below to concur that all goods and/or services have been received and accepted, and any/all property issues have been settled.

Funds still remain on this award and will be returned to your agency in the amount of **$20,518.80**.

X **Concur** ______ **Non-Concur** *(must provide explanation)*

Lynn M Fort 4/17/13
COR Signature and Date

Lynn M Fort COR
Printed Name and Title

Comments:

Please sign this release, retain a copy for your records, and return to AQD within 5 business days from receipt.

Send your response to **Rose Porter**, Fax: **703-964-8474** or via e-mail at: Rose_Porter@nbc.gov

Con

BISON CONNECT

RE: Close out of NRC OIG Order Number D11PD19004

Fort, Lynn <Lynn.Fort@nrc.gov> Wed, Apr 17, 2013 at 2:50 PM
To: "Porter, Rose" <rose_porter@nbc.gov>
Cc: "Gillen, Edward" <Edward.Gillen@nrc.gov>

Hi, Rose.

Attached is the signed document. Please let me know if you need anything else. Thanks.

Lynn M. Fort

Sr. IT Specialist

US Nuclear Regulatory Commission

Office of the Inspector General

Voice: 301-415-5973

Fax: 301-415-5091

Lynn.Fort@nrc.gov

From: Porter, Rose [mailto:rose_porter@nbc.gov]
Sent: Wednesday, April 17, 2013 11:32 AM
To: Fort, Lynn
Subject: Re: Close out of NRC OIG Order Number D11PD19004

Good Morning,

I have attached a corrected concurrence letter for your signature. The attached letter shows the period of performance end date of 08/31/2012. I apologize for the error in the first letter.

--

Rose Porter

Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate

Interior Business Center

703-964-3619 (Office) 703-964-8474 (Fax)

Rose_Porter@nbc.gov

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On Wed, Apr 17, 2013 at 11:12 AM, Porter, Rose <rose_porter@nbc.gov> wrote:

Good Morning,

I am contacting you regarding the closeout of order # **D11PD19004** between **Thompson Media Group, LLC** and your agency. The period of performance for this order expired on **08/31/2012**. Please complete the attached concurrence letter to confirm that all goods and/or services have been received, accepted, and any/all property issues have been settled and return it to me at your earliest convenience.

If you have further questions, please don't hesitate to contact me. Thank you in advance.

--

Rose Porter

Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate

Interior Business Center

703-964-3619 (Office) 703-964-8474 (Fax)

Rose_Porter@nbc.gov

US Department of the Interior

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---------- Forwarded message ----------
From: **Fort, Lynn** <Lynn.Fort@nrc.gov>
Date: Wed, Apr 17, 2013 at 8:05 AM
Subject: RE: Close out of NRC OIG Order Number D11PD19004
To: "Onyszko, Melissa" <melissa_onyszko@nbc.gov>
Cc: "Joshua Watkins (Joshua_Watkins@nbc.gov)" <Joshua.Watkins@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>, Donald Abamonte <donald_abamonte@nbc.gov>

Thanks for the update, Melissa.

I don't think I have any issues reconciling the numbers, but can't be sure my numbers agree with yours since I can't access paid invoices in your system. If you show the balance on the contract is $20,518.80 our numbers are in synch and we don't have any reconciliation issues.

Lynn

From: Onyszko, Melissa [mailto:melissa_onyszko@nbc.gov]
Sent: Wednesday, April 17, 2013 8:00 AM
To: Fort, Lynn
Cc: Joshua Watkins (Joshua_Watkins@nbc.gov); Huber, Deborah; Donald Abamonte
Subject: Re: Close out of NRC OIG Order Number D11PD19004

Lynn,

It is currently in closeout. The closeout team lead is checking on the status of it, although there was a note stating that the "COR had issues reconciling" the figures. Have you been able to reconcile everything on your end?

Thanks.

On Tue, Apr 16, 2013 at 3:53 PM, Fort, Lynn <Lynn.Fort@nrc.gov> wrote:

Hi, Melissa and Joshua.

I hope you are both doing well.

All the invoices from Performance Institute were paid. According to my records there is $20,518.80 in unspent funds remaining on the contract. What do we need to do to get those funds returned to us?

Thanks for your help.

Regards,

Lynn

Lynn M. Fort

Sr. IT Specialist

US Nuclear Regulatory Commission

Office of the Inspector General

Voice: 301-415-5973

Fax: 301-415-5091

Lynn.Fort@nrc.gov

--

Melissa Onyszko

Team Lead/Contracting Officer

Acquisition Services Directorate

Interior Business Center

Phone: 703-964-3638

melissa_onyszko@nbc.gov

U.S. Department of the Interior

Office of the Secretary

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contract closeout.pdf
161K

Vendor

RE: Closeout of Order D11PD19004 - NRC OIG

Nicole Stempien <nicole.stempien@performanceinstitute.org> Mon, Apr 29, 2013 at 10:29 AM
To: "Porter, Rose" <rose_porter@nbc.gov>, Jon Desenberg <jon.desenberg@performanceinstitute.org>

Hi Rose,

Here you go.

Thank you,

Nicole

Nicole Stempien

Consulting Project Manager

The Performance Institute

703-739-5636 (Direct)

(b) (3) 41 [redacted] (Cell)

11 Canal Center Plaza, Suite 107, Alexandria, VA 22314

nicole.stempien@performanceinstitute.org

www.performanceweb.org

From: Porter, Rose [mailto:rose_porter@nbc.gov]
Sent: Monday, April 29, 2013 10:26 AM
To: Nicole Stempien; Jon Desenberg
Subject: Closeout of Order D11PD19004 - NRC OIG

Good Morning,

This is a follow up regarding the attached modification which requires your signature to close out this award. Please fill in (Block 15A), sign (Block 15B) and date (Block 15C) and return back to me as soon as possible. If you have further questions, please don't hesitate to contact me.

--

Rose Porter

Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate

Interior Business Center

703-964-3619 (Office) 703-964-8474 (Fax)

Rose_Porter@nbc.gov

US Department of the Interior

Office of the Secretary

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---------- Forwarded message ----------
From: **Porter, Rose** <rose_porter@nbc.gov>
Date: Wed, Apr 17, 2013 at 1:07 PM
Subject: Closeout of Order D11PD19004 - NRC OIG
To: nicole.stempien@performanceinstitute.org, jon.desenberg@performanceinstitute.org

Good Afternoon,

I have attached the modification which requires your signature to close out this award. Please fill in (Block 15A), sign (Block 15B) and date (Block 15C) and return back to me as soon as possible. If you have further questions, please don't hesitate to contact me.

--

Rose Porter

Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate

Interior Business Center

703-964-3619 (Office) 703-964-8474 (Fax)

Rose_Porter@nbc.gov

US Department of the Interior

Office of the Secretary

www.ibc.doi.gov

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---------- Forwarded message ----------
From: **Nicole Stempien** <nicole.stempien@performanceinstitute.org>
Date: Thu, Feb 7, 2013 at 9:59 AM
Subject: RE: August invoice?
To: "Fort, Lynn" <Lynn.Fort@nrc.gov>, **Jon Desenberg** <jon.desenberg@performanceinstitute.org>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>, "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>

Good Morning,

We have submitted and received all payment for all invoices for NRC OIG. This contract can be closed out.

Nicole

Nicole Stempien

Consulting Project Manager

The Performance Institute

703-739-5636 (Direct)

[redacted] (Cell)

11 Canal Center Plaza, Suite 107, Alexandria, VA 22314

nicole.stempien@performanceinstitute.org

www.performanceweb.org

From: Fort, Lynn [mailto:Lynn.Fort@nrc.gov]
Sent: Thursday, February 07, 2013 7:42 AM
To: Nicole Stempien; Jon Desenberg
Cc: Huber, Deborah; 'Joshua_Watkins@nbc.gov'; 'melissa_onyszko@nbc.gov'

Subject: RE: August invoice?

Good morning, Jon and Nicole.

Please confirm that you have submitted and received payment for all invoices on NRC OIG Order Number D11PD19004 so we can close out the contract. Thank you.

Regards,

Lynn M. Fort

Sr. IT Specialist

US Nuclear Regulatory Commission

Office of the Inspector General

Voice: 301-415-5973

Fax: 301-415-5091

Lynn.Fort@nrc.gov

From: melissa_onyszko@nbc.gov [mailto:melissa_onyszko@nbc.gov]
Sent: Wednesday, September 26, 2012 9:42 AM
To: Fort, Lynn
Cc: Huber, Deborah; 'Desenberg, Jon'; 'Joshua_Watkins@nbc.gov'; 'Stempien, Nicole'
Subject: Re: August invoice?

Good morning,
Since we have closed for the end of the FY we actually won't be able to take action on any invoices until after October 22nd. Therefore, we ask that you wait until that date to submit invoices. The invoice would go to the COR, but would stop after the COR took action and would sit until after the 22nd.
Thanks.

NOTE: Please update your records with my new email address: Melissa_Onyszko@nbc.gov.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate

National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Stempien, Nicole'" <nicole.stempien@performanceinstitute.org>
Cc: "'Joshua_Watkins@nbc.gov'" <Joshua_Watkins@nbc.gov>, "'melissa_onyszko@nbc.gov'" <melissa_onyszko@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>, "'Desenberg, Jon'" <jon.desenberg@performanceinstitute.org>
Date: 09/26/2012 09:11 AM
Subject: August invoice?

Hi, Nicole.

I haven't seen an invoice from PI for August. Will you be submitting one? Thanks for your help.

Regards,

Lynn M. Fort

Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

2381 D11PD19004-Closeou. ..lodification.pdf
93K

BISON CONNECT

D11PD19004-Mod 4

Porter, Rose <rose_porter@nbc.gov> Fri, May 3, 2013 at 8:20 AM
To: Lynn.Fort@nrc.gov
Cc: Melissa Onyszko <melissa_onyszko@nbc.gov>

Good Morning,

Attached is the signed closeout modification for your records.

--

Rose Porter
Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3619 (Office) 703-964-8474 (Fax)
Rose_Porter@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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D11PD19004-Signed Closeout Modification.pdf
88K

BISON CONNECT

D11PD19004-Mod 4

Porter, Rose <rose_porter@nbc.gov> Fri, May 3, 2013 at 8:22 AM
To: nicole.stempien@performanceinstitute.org
Cc: jon.desenberg@performanceinstitute.org

Good Morning,

Attached is the signed closeout modification for your records.

--

Rose Porter
Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3619 (Office) 703-964-8474 (Fax)
Rose_Porter@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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D11PD19004-Signed Closeout Modification.pdf
88K

BISON CONNECT

D11PD19004-Thompson Media Group LLC Deobligation

Porter, Rose <rose_porter@nbc.gov> Fri, May 3, 2013 at 8:24 AM
To: AQD Awards NBC <aqd_awards@nbc.gov>
Cc: Melissa Onyszko <melissa_onyszko@nbc.gov>

Good Morning,

Attached are the closeout modification and funding document for D11PD19004.

--

Rose Porter
Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3619 (Office) 703-964-8474 (Fax)
Rose_Porter@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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2 attachments

D11PD19004-Signed Closeout Modification.pdf
88K

D11PD19004-Funding Document.pdf
56K

$20518.80

Contract De-obligation & Closeout Checklist

Award # D11PC29004 BIS Project # 1425

Print Reports

☐ Short Voucher Log (BIS)	☐ Include both AQD Contract Closeout Checklists
☐ PayRecF (FFS)	
☐ Awdstat (FFS) SAP	
☐ Invoice Summary (GovPay)	☐ If there is a discrepancy between BIS and FFS see Business Specialist Jennifer Pigeon for assistance.

☐ Receive File from Library

Consult with to CO **CO Name** Melissa Onyshko

- ☑ Are there any outstanding claims or other litigation? ☐ YES ☒ NO
- ☑ Are there any outstanding property issues? ☐ YES ☒ NO
- ☑ Have indirect rates been finalized, where applicable? ☒ YES ☐ NO
- ☑ Does this contract require a Contractor Performance Evaluation/Report? ☐ YES ☒ NO

Reason if NO :

- ☑ Does the contractor require a formal DOI Release of Claims Form (DI-137)? ☐ YES ☒ NO

Reason if NO:

- ☑ What section of the AQD Contractor Closeout Checklist is applicable for this contract? P1 P2
- ☑ What is the most recent contact information for both client and vendor? File: Lynn Fort

Notes: Nicole Stempien

- ☑ Are there any other issues that would prevent closeout? NO
- ☑ Are there subcontractors involved? NO
- ☑ Does this need to be any changes to the sample closeout modification? PART D

CO Initial Completion of Consult MO **Date** 12.13.15

☑ **Add Label to Front Cover of File**

☑ Update Closeout Status in BIS so that the file is properly assigned N/A

☑ Create a project in ~~BIS~~ (**Reminder**: identify agency on the award - must match what is entered on project screen.)

Send concurrence requests

- ☑ Vendor – Email only
- ☑ COTR – Concurrence letter and Contractor Performance Evaluation/Report if applicable
- ☑ Update Contract Closeout Screen in BIS

Received concurrence (update contract closeout screen in BIS)

☑ Vendor	☑ Draft Mod in Pd – Have CO review Mod before sending to the vendor
☑ COTR	

Print signed modification (by vendor) for CO signature – **Include current copies in the order listed:**

☑ 1. Cover Letter	☑ 8. Funding Document
☑ 2. Modification	☑ 9. COTR concurrence
☑ 3. Contract Completion Statement	☑ 10. Vendor concurrence- e-mail back-up info
☑ 4. AQD Checklist	☒ 11. Signed DI-137 (if applicable) **(DI-137 is applicable for A&E, Cost Reimbursement, and Construction Contracts. Sec 152.204-70 & Sec 153.204-70)**
☑ 5. Short Voucher Report SAP	
☑ 6. PayRec F	
☑ 7. Award Stat	☑ 12. BIS notes

☑	*All Items up to this point have been completed for Peer Review* **Closeout Specialist Sign Here** RoseMPorter **Print Name Here** Rose Porter
☐	**Peer Review Signature** _______ 17 Apr 2013 **Circle Correct Name** **Jennifer Pigeon** **Hollie Williams**
☑	~~CO~~ Signs modification, contract completion statement and AQD checklist CO sends Mod through FFS for approval and releases modification
☑	~~CO~~ completes and prints final FPDS-NG modification
☑	~~CO~~ Returns signed mod, file and all documentation to closeout specialist/ PT
☒	Move record to completed/closeout cabinet in PD. N/A
☒	Print PayRecf (FFS) report (amount remaining should equal $0.00) N/A
☒	Enter MOD in BIS (Make sure PD total and BIS total match) N/A
☑	Scan & attach the following into ~~BIS~~ PRISM
	1. Signed Modification | 7. Funding Document 2. Contract Completion Statement | 8. COTR concurrence 3. AQD Checklist | 9. Vendor concurrence- e-mail back-up info 4. Short Voucher Report | 10. Signed DI-137 (if applicable) 5. PayRec F SAP | 11. BIS notes 6. Award Stat | 12. FPDS-NG Modification
☑	Change award status to Closed in ~~BIS~~ PRISM
☒	Print Short Voucher Log (amount remaining should equal $0.00) N/A
☑	Send copy of MOD to COTR and Vendor if concurrence received + AQD AWARDS
☑	Prepare file with all reports and backup documentation
☑	Ensure file label is completely filled out.
☑	Stamp file closed. Include Standard Contractor Evaluation Report and cover letter in the file.
☑	Check file out to CO in library and take to CO for 30 day wait period on CPS evaluation finalization
☑	CO finalizes evaluation in CPS; prints, documents file, and then return to library to be sent to the warehouse.

Print Close Help

Transaction Information

Award Type:	Delivery/Task Order	**Prepared Date:**	04/30/2013 12:08:49	**Prepared User:**	ONYSZKOM
Award Status:	Final	**Last Modified Date:**	04/30/2013 12:12:41	**Last Modified User:**	ONYSZKOM

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:	1406	IND11PD19004	4	0
Referenced IDV ID:	4730	GS10F0261M	4	

Reason For Modification: CLOSE OUT

Solicitation ID:

	Agency Identifier	*Main Account*	*Sub Account*	*Initiative*
Treasury Account Symbol:	31	0300		Select One

Dates

Date Signed: 04/30/2013
Effective Date: 04/17/2013
Completion Date: 08/31/2012
Est. Ultimate Completion Date: 08/31/2012

Amounts

	Current	Total
Action Obligation:	-$20,518.80	$29,904.89
Base And Exercised Options Value:	-$20,518.80	$29,904.89
Base And All Options Value:	-$20,518.80	$29,904.89

Fee Paid for Use of Indefinite Delivery Vehicle: $0.00

Purchaser Information

Contracting Office Agency ID:	1406	**Contracting Office Agency Name:**	OFFICE OF POLICY, MANAGEMENT, AND
Contracting Office ID:	00004	**Contracting Office Name:**	NBC ACQUISITION SERVICES DIRECTORA
Funding Agency ID:	3100	**Funding Agency Name:**	NUCLEAR REGULATORY COMMISSION
Funding Office ID:	NRCHQ	**Funding Office Name:**	OFFICE OF ADMINISTRATION
Foreign Funding:	Not Applicable		

Contractor Information

SAM Exception:

DUNS No:	966908704	**Street:**	
Vendor Name:		**Street2:**	
DBAN:		**City:**	
		State:	**Zip:**
		Country:	
		Phone:	
		Fax No:	
		Congressional District:	

Show Details

Business Category

Organization Type
Number of Employees 0
State of Incorporation
Country of Incorporation
Annual Revenue $0

Contract Data

Type of Contract:	Labor Hours
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

** FY 2004 and prior; 80% or more specified as performance requirement*

Price Evaluation Percent Difference:	0	%

BISON CONNECT

Transfer of project 1425

Porter, Rose <rose_porter@nbc.gov> Wed, Apr 17, 2013 at 11:56 AM
To: Jason DeCarlo <jason_decarlo@nbc.gov>

Jason,

Could you please transfer project # 1425 to me.

--

Rose Porter
Contract Closeout Specialist III (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3619 (Office) 703-964-8474 (Fax)
Rose_Porter@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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Schaeffer, Susan <susan.schaeffer@nbc.gov>

Closeout of Order # D11PD19004

Schaeffer, Susan <susan_schaeffer@nbc.gov> Wed, Jan 16, 2013 at 9:24 AM
To: jennifer.mueller@performanceinstitute.org

I am contacting you regarding the closeout of order # **D11PD19004]** between your company and **USNRC**. The period of performance for this order expired on **03/01/2012**. Please respond to this email confirming that all goods and/or services have been delivered and all invoicing has been completed as well as provide a copy of the final invoice. Once I have your email confirmation, I will prepare a close-out modification for your signature.

If you have further questions, please don't hesitate to contact me

–
Susan Schaeffer
Closeout Specialist (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3571 (Office)
susan_schaeffer@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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Closeout Report

General

Parent Contract:	GS10F0261M	**Order Number:**	D11PD19004		
Closeout Status:	Released	**Closeout Date:**	05/03/2013 06:16 AM		
All Mod's Released:	Yes	**All DO's Released:**	Yes	**Total Amount Ordered:**	$29,904.89

	System	User
Receipt Status of Line Items:	None	None
Acceptance Status of Line Items:	None	None
Total Amount Received:		$0.00
Total Amount Accepted:		$0.00
Expiration/Scheduled Date Met?		No
Expiration/Scheduled:	08/31/2012	(None)
Warranty Expired?	No	No
Warranty Last Date	(None)	(None)

Final Audit Date: (None)
Final Audit Status: (None)
Procuring Contracting Officer: Melissa Onyszko
Administrative Contracting Officer: Not Assigned

Additional Checklist

Financial

Total Obligated Amount: $29,904.89
Reconciled with Accounting System: No
Obligated Funds Expended: No
Excess Funds: No
Excess Funds Amount: $0.00
Final Payment Made: No
Date: (None)
Voucher Number: (None)

	System	User
Total Invoiced Amount:	$0.00	$0.00
Final Invoice:	No	No
Invoice Number:	(None)	(None)
Invoice Date:	(None)	(None)

NARRC

Transmission Date: (None)
Accession Number: (None)
File Location: (None)
Destruction Date: (None)

Text

Issuing Office: (None)
Admin Office: (None)

Fwd: Close out of NRC OIG Order Number D11PD19004

Abamonte, Donald <donald_abamonte@nbc.gov> Wed, Apr 17, 2013 at 8:33 AM
To: Rose M Porter <Rose_Porter@nbc.gov>

See below.

Donald Abamonte Out of Office

Contract Closeout Team Lead
Acquisition Services Directorate
Interior Business Center

703-964-3645 (Office) 703-964-8481 (Fax)

donald_abamonte@nbc.gov

US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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---------- Forwarded message ----------
From: **Fort, Lynn** <Lynn.Fort@nrc.gov>
Date: Wed, Apr 17, 2013 at 8:05 AM
Subject: RE: Close out of NRC OIG Order Number D11PD19004
To: "Onyszko, Melissa" <melissa_onyszko@nbc.gov>
Cc: "Joshua Watkins (Joshua_Watkins@nbc.gov)" <Joshua.Watkins@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>, Donald Abamonte <donald_abamonte@nbc.gov>

Thanks for the update, Melissa.

I don't think I have any issues reconciling the numbers, but can't be sure my numbers agree with yours since I can't access paid invoices in your system. If you show the balance on the contract is $20,518.80 our numbers are in synch and we don't have any reconciliation issues.

Lynn

From: Onyszko, Melissa [mailto:melissa_onyszko@nbc.gov]
Sent: Wednesday, April 17, 2013 8:00 AM
To: Fort, Lynn
Cc: Joshua Watkins (Joshua_Watkins@nbc.gov); Huber, Deborah; Donald Abamonte
Subject: Re: Close out of NRC OIG Order Number D11PD19004

Lynn,

It is currently in closeout. The closeout team lead is checking on the status of it, although there was a note stating that the "COR had issues reconciling" the figures. Have you been able to reconcile everything on your end?

Thanks.

On Tue, Apr 16, 2013 at 3:53 PM, Fort, Lynn <Lynn.Fort@nrc.gov> wrote:

Hi, Melissa and Joshua.

I hope you are both doing well.

All the invoices from Performance Institute were paid. According to my records there is $20,518.80 in unspent funds remaining on the contract. What do we need to do to get those funds returned to us?

Thanks for your help.

Regards,

Lynn

Lynn M. Fort

Sr. IT Specialist

US Nuclear Regulatory Commission

Office of the Inspector General

Voice: 301-415-5973

Fax: 301-415-5091

Lynn.Fort@nrc.gov

--

Melissa Onyszko

Team Lead/Contracting Officer

Acquisition Services Directorate

Interior Business Center

Phone: 703-964-3638

melissa_onyszko@nbc.gov

U.S. Department of the Interior

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BISON CONNECT

Schaeffer, Susan <susan_schaeffer@nbc.gov>

Closeout of Order # D11PD19004

Fort, Lynn <Lynn.Fort@nrc.gov> **Wed, Jan 16, 2013 at 10:59 AM**
To: "Schaeffer, Susan" <susan_schaeffer@nbc.gov>

Hi, Susan.

The contract is ready to close out but you don't need to return any funds to us. We paid the contractor directly. Will you send me a revised memo to sign?

Please give me a call if you have any questions.

Lynn M. Fort

Sr. IT Specialist

US Nuclear Regulatory Commission

Office of the Inspector General

Voice: 301-415-5973

Fax: 301-415-5091

Lynn.Fort@nrc.gov

From: Schaeffer, Susan [mailto:susan_schaeffer@nbc.gov]
Sent: Wednesday, January 16, 2013 9:24 AM
To: Fort, Lynn
Subject: Closeout of Order # D11PD19004

[Quoted text hidden]

BISON CONNECT

Closeout of Order # D11PD19004

1 message

Schaeffer, Susan <susan_schaeffer@nbc.gov> Wed, Jan 16, 2013 at 9:23 AM
To: lynn.fort@nrc.gov

I am contacting you regarding the closeout of order # **D11PD19004** between **Thompson Media Group** and your agency. The period of performance for this order expired on **03/01/2012.** Please complete the attached concurrence letter to confirm that all goods and/or services have been received, accepted, and any/all property issues have been settled and return it to me at your earliest convenience.

If you have further questions, please don't hesitate to contact me o contact me

--
Susan Schaeffer
Closeout Specialist (Contractor)

Acquisition Services Directorate
Interior Business Center
703-964-3571 (Office)
susan_schaeffer@nbc.gov
US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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D11PD19004 - Thompson Media.doc
83K

ACQUISITION
SERVICES DIRECTORATE
Herndon

January 16, 2013

To: Lynn Fort
US Nuclear Regulatory Commission
11545 Rockville Pike
Rockville, MD 20852

Subject: **Closeout of Contract # D11PD19004 with Thompson Media Group LLC**

Dear **Lynn Fort**,

I am contacting you regarding the closeout of order # **D11PD19004** between **Thompson Media Group LLC** and your agency. The period of performance expired on **03/01/2012**.

Please sign below to concur that all goods and/or services have been received and accepted, and any/all property issues have been settled.

Funds still remain on this award and will be returned to your agency in the amount of **$ 20,518.80.**

________ **Concur**	________ **Non-Concur** *(must provide explanation)*
	Comments:
______________________ **COTR Signature and Date**	______________________
______________________ **Printed Name and Title**	______________________

Please sign this release, retain a copy for your records, and return to AQD within 5 business days from receipt.

Send your response to **Susan Schaeffer**, Fax: **703-964-8474** or via e-mail at: Susan.Schaeffer@aqd.nbc.gov

BISON CONNECT

Schaeffer, Susan <susan_schaeffer@ios.doi.gov>

Fwd: D11PD19004 - NRC - For Closeout

Abamonte, Donald <donald_abamonte@nbc.gov> Fri, Dec 7, 2012 at 11:18 AM
To: Susan M Schaeffer <Susan_Schaeffer@nbc.gov>

Donald Abamonte

Out of Office

24, 26 & 31 December 2012

Contract Closeout Team Lead
Acquisition Services Directorate
Interior Business Center

703-964-3645 (Office) 703-964-8481 (Fax)

donald_abamonte@nbc.gov

US Department of the Interior
Office of the Secretary
www.ibc.doi.gov

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---------- Forwarded message ----------
From: **Abamonte, Donald** <donald_abamonte@nbc.gov>
Date: Tue, Oct 23, 2012 at 10:40 AM
Subject: Re: D11PD19004 - NRC - For Closeout
To: "Watkins, Joshua" <joshua_watkins@nbc.gov>, Susan M Schaeffer <Susan_Schaeffer@nbc.gov>

Josh,

this is being assigned to Susan Schaeffer

On Tue, Oct 23, 2012 at 8:09 AM, Watkins, Joshua <joshua_watkins@nbc.gov> wrote:

> Good Morning,
>
> D11PD19004 is ready for close out and I just returned it to the library for check in.
>
> Joshua
>
> --
> NOTE: Please update your records with my new email address

Joshua_Watkins@nbc.gov. M.. previous address Joshua.Watkins@aqd.. ..gov
is being discontinued.

Joshua Watkins
Contracting Officer

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua_Watkins@nbc.gov
US Department of the Interior
Interior Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

--

Donald Abamonte
Contracting Officer
Team Lead Contract Closeout Team
Acquisition Services Directorate
US Dept. of the Interior
National Business Center
703-964-3645 Office 703-964-8480 Fax
www.nbc.gov

Out of Office
Nov 19-23 2012

We want to hear from you! Please take a brief survey at: www.aqd.nbc.gov/survey

Funding Document Information – Clients are requested to email their funding documents to fundingdocuments@nbc.gov and copy their Contracting Officer on the email. Funding documents can also be faxed to the funding team at 703.964-3500

NOTE: My e-mail address has changed to donald_abamonte@nbc.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 | 21

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003	05/14/2012		

6. ISSUED BY — CODE: D21

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

7. ADMINISTERED BY *(If other than Item 6)* — CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE: 0071092567 — FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is:

1) Extend the overall period of performance of the contract from May 15, 2012 to August 31, 2012 and update sections 2 and 5 of the Statement of Work.
2) Update the Statement of Work, sections 2 and 4, to indicate the Government will create and the Contractor will provide comments on the final draft of the Strategic Plan.
3) As a result of the SOW change, realign labor of the Executive Management Consultant and Researcher/Consultant hours. See "Appendix A: Labor Distribution" for additional information on the Labor Distribution.
4) As a result of this modification, $117.90 will be deobligated at the time of closeout (along with any additional unincurred costs).
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
CHRISTOPHER KAHL		Melissa Onyszko	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	29 MAY 12	*(Signature of Contracting Officer)*	5.29.12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Legacy Doc #: D11PD19004 Period of Performance: 09/07/2011 to 08/31/2012 This is a Labor-Hours Type Contract. Award BIS Project Number: 64125 IA:NRC30110013 DUNS:966908704 TIN: 274171276				

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There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1. Appendix A: Labor Distribution (Updated Modification 3)

The total potential not to exceed amount/ceiling is **$50,305.79**. The contract is fully funded for labor in the amount of **$50,305.79**. The contractor shall bill at the labor category rates identified below. The contractor shall not exceed the hours for each of the labor categories as described. The government is not required to reimburse the contractor for any hours incurred for each labor category that exceed the hours identified below. The contractor is not required to incur costs in excess of the funds obligated to the contract nor will the government be required to reimburse the contractor for any costs incurred in excess of the amount obligated.

Labor Category	**Rate**	**Hours**
Executive Management Consultant	$321.17	**151**
Researcher/Consultant	$113.07	**16**

2. STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

(Updated Modification 3)

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 3)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by **August 31, 2012** unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 3)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around April 20, 2012.

   Submission of comments on OIG's Draft Strategic Plan: After receipt of the OIG initial draft strategic plan to the NRC OIG project officer, the Government will revise the documentation in accordance with OIG's understanding of their internal program. The Government will then provide this revised draft to the contractor for review. The contractor shall provide comments to the NRC OIG project officer no later than 10 business days after receipt of OIG's draft of the strategic plan.

5 Period and Place of Performance (Updated Modification 3)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on **August 31, 2012.** The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Fnrnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

iii. Labor Category(s) associated with employee

iv. Hourly Rate associated with employee

v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

i. Dates being invoiced

ii. Associated SOW task area

iii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be suhject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

3 LIMITATION OF FUNDS AND COST (Updated Modification 3)

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,305.79

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

4 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees

of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

5 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____
(Signature)

____
Date

6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

7 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (10) [Reserved]
___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et.seq.*)
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage – Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

9 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 IV&V Contractor within 7 calendar days of contract expiration.

10 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

11 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

12 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ACQUISITION SERVICES DIRECTORATE
Herndon

MEMORANDUM
TO: File

FROM:

Melissa Onyszko, Contracting Officer — 5/29/12 Date

Joshua Watkins, Contract Specialist — 5/29/12 Date

SUBJECT: D11PD19004 – A3

The purpose of this modification is to:

1) Extend the overall period of performance of the contract from May 15, 2012 to August 31, 2012 and update sections 2 and 5 of the Statement of Work.
2 Update the Statement of Work, sections 2 and 4, to indicate the Government will create and the Contractor will provide comments on the final draft of the Strategic Plan.
3) As a result of the SOW change, realign labor of the Executive Management Consultant and Researcher/Consultant hours. See "Appendix A: Labor Distribution" for additional information on the Labor Distribution.
4) As a result of this modification, $117.90 will be deobligated at the time of closeout (along with any additional unincurred costs).

On April 17, 2012, the COR Lynn Fort informed the contracting office that the contractor, The Performance Institute (PI), required an extension for the initial draft of the Strategic Plan from March 30th to April 20th. The NRC's Deputy IG, David Lee, met with the contractor; the contractor was given an extension for this initial draft to April 20, 2012.

On May 09, 2012 the COR sent an email to the contracting office requesting that the contract be modified in the following ways: 1) Extension of the period of performance end date be changed to August 31, 2012. 2) The Government will now provide the revised Strategic plan based on the initial draft already submitted by the Contractor and the Contractor will provide comment on/verify the Government's revisions.

A revised copy of the Statement of Work based on the changes required by NRC was sent to PI for review on May 11, 2012. The Government also requested that PI provide an updated price quote based on the updated Statement of Work. An initial response for PI was received on May 14, 2012. This response did not account for hours incurred to date and an updated version was requested from the contractor. PI submitted a final updated version on May 21, 2012. This version was sent to the COR for review on the same day. Ms. Fort indicated that the proposed quote was acceptable, but there was a typo in the quote that stated 20 hours, when it should have stated 18. The contracting specialist, Joshua Watkins, contacted the vendor to make sure that this was actually a typo. Nicole Stempien from The Performance Institute responded on May 22, 2012, and confirmed that it was a typo and the correct value should be 18 hours. On May 23, 2012, the COR said that the proposed number of hours for the future work was acceptable.

The vendor's CCR record is valid until 10/03/2012. The vendor was not found on EPLS and did not have any negative records in FAPIIS.

Execution of this modification is in the best interest of the Government.

Print Close Help

Transaction Information

Award Type:	Delivery/Task Order	**Prepared Date:**	05/30/2012 07:01:28	**Prepared User:**	ONYSZKOM
Award Status:	Final	**Last Modified Date:**	05/30/2012 07:05:09	**Last Modified User:**	ONYSZKOM

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:	1406	IND11PD19004	3	0
Referenced IDV ID:	4730	GS10F0261M	4	

Reason For Modification: SUPPLEMENTAL AGREEMENT FOR WORK WITHIN SCO

Solicitation ID:

	Agency Identifier	*Main Account*	*Sub Account*	*Initiative*
Treasury Account Symbol:	31	0300		Select One

Dates

Date Signed:	05/29/2012
Effective Date:	05/14/2012
Completion Date:	08/31/2012
Est. Ultimate Completion Date:	08/31/2012

Amounts

	Current	Total
Action Obligation:	$0.00	$50,423.69
Base And Exercised Options Value:	$0.00	$50,423.69
Base And All Options Value:	$0.00	$50,423.69
Fee Paid for Use of Indefinite Delivery Vehicle:	$0.00	

Purchaser Information

Contracting Office Agency ID:	1406	**Contracting Office Agency Name:**	OFFICE OF POLICY, BUDGET AND ADMIN
Contracting Office ID:	00004	**Contracting Office Name:**	NBC ACQUISITION SERVICES DIRECTOR/
Funding Agency ID:	3100	**Funding Agency Name:**	NUCLEAR REGULATORY COMMISSION
Funding Office ID:	NRCHQ	**Funding Office Name:**	NUCLEAR REGULATORY COMMISSION
Foreign Funding:	Not Applicable		

Contractor Information

CCR Exception: Remove Exception

DUNS No:	966908704	**Street:**	
Vendor Name:		**Street2:**	
DBAN:		**City:**	
		State:	**Zip:**
		Country:	
		Phone:	
		Fax No:	
		Congressional District:	

Business Category Show Details

Organization Type

Number of Employees 0

State of Incorporation

Country of Incorporation

Annual Revenue $0

Contract Data

Type of Contract:	Labor Hours
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used

** FY 2004 and prior; 80% or more specified as performance requirement*

** FY 2005 and later; 50% or more specified as performance requirement*

Contingency Humanitarian Peacekeeping Operation:	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:	No
Number Of Actions:	1

Legislative Mandates

Clinger-Cohen Act:	No
Service Contract Act:	Not Applicable
Walsh-Healey Act:	Not Applicable
Davis Bacon Act:	Not Applicable
Interagency Contracting Authority:	Other Statutory Authority
Other Interagency Contracting Statutory Authority: *(1000 characters)*	[illegible]

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:	MD		USA
Principal Place Of Performance County Name:	MONTGOMERY		
Principal Place Of Performance City Name:	ROCKVILLE		
Congressional District Place Of Performance:	08		
Place Of Performance Zip Code(+4):	20852 - 2746		

Product Or Service Information

Product/Service Code:	R409	**Description:**	PROGRAM REVIEW/DEVELOPMENT SERVICES
Principal NAICS Code:	541611	**Description:**	ADMINISTRATIVE MANAGEMENT AND GENERAL M
Bundled Contract:	Not a bundled requirement		
System Equipment Code:			
Country of Product or Service Origin:	US UNITED STATES		
Place of Manufacture:	Not a manufactured end product		
Domestic or Foreign Entity:	Select One		
Recovered Materials/Sustainability:	No Clauses Included and No Sustainability Included		**OMB Policy on Sustainable Acquisition**
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:		**Description:**	
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
Use Of EPA Designated Products:	Not Required		
Description Of Requirement: *(4000 characters)*	[illegible]		

Competition Information

Extent Competed For Referenced IDV:	Full and Open Competition
Extent Competed:	Full and Open Competition
Solicitation Procedures:	Subject to Multiple Award Fair Opportunity
Type Of Set Aside:	No set aside used
Evaluated Preference:	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Fair Opportunity given
Other Than Full And Open Competition:	Select One
Local Area Set Aside:	No
FedBizOpps:	Not Applicable
A76 Action:	No
Commercial Item Acquisition Procedures:	Commercial Item
Number Of Offers Received:	6
Small Business Competitiveness Demonstration Program:	
Commercial Item Test Program:	No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:	Small Business
Subcontract Plan:	Select One

Price Evaluation Percent Difference:	0	%

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PD19004 – Mod 3 – OIG Strategic Plan	**CS: Joshua Watkins** **CO: Melissa Onyszko**

Check One:

☐ **Pre-Solicitation Documents** ☐ **Solicitation** ☐ **Award** ☒ **Modification** ☐ **Protest** ☐ **Termination**

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	**Action Required**	**Name**	**Concur / Approve / Reject (indicate with or w/o comments)**	**Signature**	**Date**
Peer	Concur	Jim Tessitore	Concur w/o comments	Jim Tessitore	5-24-12

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
1. Is the modification properly documented and within scope? FAR 43.1	All modifications	5/24	☐	☐	
2. Does the file contain evidence of availability of funds? FAR 4.803(a)(3)	All modifications obligating additional funds	☐	☐	5/24	
3. Does the file contain an Independent Government Cost Estimate reflecting the probable cost for the supply or service? NBC-ACQ-6900-026	Modifications increasing the level of effort of contract over the SAT	☐	☐	5/24	
4. Did the CO provide written notice to the contractor within the time period specified in the contract? FAR 17.207(a)	Modifications exercising an option	☐	☐	5/24	
5. Did the CO ensure that the contractor is listed on CCR prior to completing the modification?	All modifications	5/24	☐	☐	
6. Did the CO review the Excluded Parties List Service (EPLS) prior to completing the modification? FAR 9.405-1(b)(3)	Modifications exercising an option, extending the POP, adding additional work or otherwise increasing the level of effort	5/24	☐	☐	
7. Did the CO make a written determination that exercise is in accordance with the terms of the option and the requirements of FAR Parts 6 and 17? FAR 17.207(f)	Modifications exercising an option	☐	☐	5/24	
8. Are the contractor's ORCA electronic representations and certifications less than one year old, and did the CO annotate the date of their verification of this fact in the modification file? Best Practice	Modifications exercising an option	☐	☐	5/24	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
9. Did the CO ensure that the Indefinite Delivery Vehicle (IDIQ, BPA, etc.) is still active prior to exercising an option?	Modifications exercising options for orders against IDVs	☐	☐	☒ 5/24	
10. If the COR changed, was their appointment terminated in writing with a copy provided to the contractor and the COR Program Coordinator?	If COR is assigned	☐	☐	☒ 5/24	
11. If the CO has changed since award of the contract or delivery / task order, does the file contain a chronological list identifying the awarding and successor CO's with inclusive dates of responsibility? FAR 4.803(a)(41)	All modifications	☐	☐	☒ 5/24	
12. Has the CO signed a D&F justifying the use of a T&M or LH contract prior to exercising the option? FAR 16.601(d)	Modifications exercising an option for T&M or LH contracts where the total POP exceeds three years	☐	☐	☒ 5/24	
13. Was the modification reviewed and approved by the competition advocate? NBCM-ACQ-6900-041, DIAPR 2008-10	All modifications to exercise options if the basic award was non-competitive; *and* all modifications that add work or increase the price of an award	☐	☐	☒ 5/24	
14. Have the required internal reviews and approvals been completed on the award documents? NBCM-ACQ-6900-015	All Modifications	☒ 5/20	☐	☐	
15. Did the CO obtain legal review of the modification? NBCM-ACQ-6900-015	Modifications over $500,000	☐	☐	☒ 5/24	
16. Did the CO enter the data in FPDS-NG? FAR 4.602(d); NBCM-ACQ-6900-033	All modifications	☒ 9/30/12	☐	☐	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
17. Did the CO ensure that interim contractor performance evaluations are being completed at least annually? NBCM-ACQ-6900-044	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	☒	
18. Did the CO ensure that Contract Status Reports are being completed at least every six months? NBCM-ACQ-6900-034	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	☒	
19. Did the CO ensure that any expired funds remaining from the previous performance period were deobligated within 90 days after the end of the performance period? Best Practice	Modifications exercising an option	☐	☐	☒	
20. Did the CO ensure that a link to the customer satisfaction survey was sent to the customer within two business days of the award?	Modifications exercising an option	☐	☐	☒	

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 10/03/2012.
DUNS: 966908704
DUNS PLUS4:
CAGE/NCAGE: 6A4B0
Legal Business Name: THOMPSON MEDIA GROUP LLC
Doing Business As (DBA): PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT
Division Name:
Division Number:
Company URL: http://www.performanceweb.org

Physical Street Address 1: 805 15TH ST NW 3RD FLOOR
Physical Street Address 2:
Physical City: WASHINGTON
Physical State: DC
Physical Foreign Province:
Physical Zip/Postal Code: 20005-2292
Physical Country: USA

Mailing Name: THOMPSON MEDIA GROUP LLC D/B/A THE PERFORMANCE INSTITUTE
Mailing Street Address 1: 5201 W KENNEDY BLVD
Mailing Street Address 2: SUITE 220
Mailing City: TAMPA
Mailing State: FL
Mailing Foreign Province:
Mailing Zip/Postal Code: 33609-1803
Mailing Country: USA

Business Start Date: 12/24/2010
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Partnership or Limited Liability Partnership

Business Types/Grants

LJ - Limited Liability Company
VN - Contracts
2X - For-Profit Organization

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)

541611 - Administrative Management and General Management Consulting Services

541612 - Human Resources Consulting Services

541614 - Process, Physical Distribution, and Logistics Consulting Services

611430 - Professional and Management Development Training

Product Service Codes (PSC)

R420 - SUPPORT- PROFESSIONAL: CERTIFICATIONS AND ACCREDITATIONS (OTHER THAN EDUC OR INFO TECH C&A)

R498 - SUPPORT- PROFESSIONAL: PATENT AND TRADEMARK

U001 - EDUCATION/TRAINING- LECTURES

U008 - EDUCATION/TRAINING- TRAINING/CURRICULUM DEVELOPMENT

U009 - EDUCATION/TRAINING- GENERAL

U010 - EDUCATION/TRAINING- CERTIFICATIONS/ACCREDITATIONS FOR EDUCATIONAL INSTITUTIONS

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business

531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541612	Human Resources Consulting Services	No	No
541614	Process, Physical Distribution, and Logistics Consulting Services	No	No
611430	Professional and Management Development Training	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

Government Business Alternate POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:
Fax: 866-234-0681

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:

Electronic Business Alternate POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:

Fax: 866-234-0681

Fax: 202-739-9501

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

DUNS : 966908704

As of 24-May-2012 2:11 PM EDT

Save to MyEPLS

Your search returned no results.

We recommend an Advanced Search by **Exact Name** or **Partial Name** as all records may not include a **DUNS**.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

Home | Search | FAQs | Help | Security Notice

Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)
DUNS: 966908704
Certification Validity:
From: 09/08/2011 12:54:22 PM (EST)
To: 09/08/2012 12:54:22 PM (EST)

By submitting this certification, I, **Jennifer Mueller**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-5	Certification Regarding Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)
52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification

RE: Updated Project Plan
Fort, Lynn
to:
'Joshua_Watkins@nbc.gov'
05/23/2012 06:48 AM
Cc:
"Huber, Deborah", "melissa_onyszko@nbc.gov"
Hide Details
From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua_Watkins@nbc.gov'" <Joshua_Watkins@nbc.gov>,
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>

Hi, Joshua.

It looked to us like they took the remaining funding on the contract and divided it by the labor rates to calculate the available hours. We don't expect they will use that many hours and since this is time and materials, not fixed price, we will only pay for actual hours worked. They have been very judicious in their use of hours so we anticipate there will be hours/funds remaining at the end of the contract. The 45 hours is acceptable to us.

Lynn

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Tuesday, May 22, 2012 2:42 PM
To: Fort, Lynn
Cc: Huber, Deborah; melissa_onyszko@nbc.gov
Subject: RE: Updated Project Plan

Good Afternoon Lynn,

Are you OK with the number of hours as well? You had originally indicated that your felt it would be approximately 24 hours and it appears their quote shows 45 hours. I just want to make sure that is acceptable before proceeding with the modification.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua_Watkins@nbc.gov'" <Joshua_Watkins@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>,

"melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>
05/22/2012 09:27 AM
RE: Updated Project Plan

Hi, Joshua.

We found a calculation error on page 4, Task #1. The Effort Hours for Executive Management Consultant should be 18 not 20 ($321.17 x 18 = $5781.06). Everything else is OK.

Regards,
Lynn

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Monday, May 21, 2012 10:16 AM
To: Fort, Lynn; Huber, Deborah
Cc: melissa_onyszko@nbc.gov
Subject: Fw: Updated Project Plan

Good Morning,

We received the updated project plan that included all work performed. Please take a look at the updated plan and provided concurrence or comments for us to go back to PI for a revision.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

----- Forwarded by Joshua Watkins/NBC/OS/DOI on 05/21/2012 10 12 AM -----

"Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
"Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
"Kamal, Chris" <chris.kamal@performanceinstitute.org>
05/21/2012 10:02 AM
Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31^{st}.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

RE: Updated Project Plan
Joshua Watkins to: Fort, Lynn 05/22/2012 02:41 PM
Cc: "Huber, Deborah", "melissa_onyszko@nbc.gov"

Good Afternoon Lynn,

Are you OK with the number of hours as well? You had originally indicated that your felt it would be approximately 24 hours and it appears their quote shows 45 hours. I just want to make sure that is acceptable before proceeding with the modification.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

"Fort, Lynn" Hi, Joshua. We found a calculation error on pag... 05/22/2012 09:27:12 AM

From:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
To:	"'Joshua_Watkins@nbc.gov'" <Joshua_Watkins@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>,
Cc:	"melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>
Date:	05/22/2012 09:27 AM
Subject:	RE: Updated Project Plan

Hi, Joshua.

We found a calculation error on page 4, Task #1. The Effort Hours for Executive Management Consultant should be 18 not 20 ($321.17 x 18 = $5781.06). Everything else is OK.

Regards,
Lynn

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Monday, May 21, 2012 10:16 AM
To: Fort, Lynn; Huber, Deborah
Cc: melissa_onyszko@nbc.gov
Subject: Fw: Updated Project Plan

Good Morning,

We received the updated project plan that included all work performed. Please take a look at the updated plan and provided concurrence or comments for us to go back to PI for a revision.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

----- Forwarded by Joshua Watkins/NBC/OS/DOI on 05/21/2012 10:12 AM -----

From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc: "Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date: 05/21/2012 10:02 AM
Subject: Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31st.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

RE: Updated Project Plan
Stempien, Nicole
to:
Joshua_Watkins@nbc.gov
05/22/2012 11:52 AM
Cc:
"Kamal, Chris", "melissa_onyszko@nbc.gov"
Hide Details
From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc: "Kamal, Chris" <chris.kamal@performanceinstitute.org>, "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>

Hi Joshua,

Please change that to 18 hours instead of 20 hours.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Tuesday, May 22, 2012 10:48 AM
To: Stempien, Nicole
Cc: Kamal, Chris; melissa_onyszko@nbc.gov
Subject: Re: Updated Project Plan

Good Morning Nicole,

Quick question. On page 4, Task #1, The Effort Hours for Executive Management Consultant I believe has a typo. Should that figure be should be 18 hours and not 20 ($321.17 x 18 = $5781.06)? Or is the dollar amount incorrect for that task.

Let us know which is correct, you do not have to submit a revised proposal, just let us know which is the typo.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd nbc.gov survey

"Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
"Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
"Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date 05/21/2012 10:02 AM
Subject Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31st.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org
[attachment "PI_NRC_UpdateProjectPlanV2_05212012.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

RE: Updated Project Plan
Fort, Lynn
to:
'Joshua_Watkins@nbc.gov', Huber, Deborah
05/22/2012 09:27 AM
Cc:
"melissa_onyszko@nbc.gov"
Hide Details
From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua_Watkins@nbc.gov'" <Joshua_Watkins@nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>,
Cc: "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>

Hi, Joshua.

We found a calculation error on page 4, Task #1. The Effort Hours for Executive Management Consultant should be 18 not 20 ($321.17 x 18 = $5781.06). Everything else is OK.

Regards,
Lynn

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Monday, May 21, 2012 10:16 AM
To: Fort, Lynn; Huber, Deborah
Cc: melissa_onyszko@nbc.gov
Subject: Fw: Updated Project Plan

Good Morning,

We received the updated project plan that included all work performed. Please take a look at the updated plan and provided concurrence or comments for us to go back to PI for a revision.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey
----- Forwarded by Joshua Watkins/NBC/OS/DOI on 05/21/2012 10:12 AM -----

From "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc "Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date 05/21/2012 10:02 AM
Subject Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31st.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

Fw: Updated Project Plan
Joshua Watkins to: Lynn.Fort, Huber, Deborah 05/21/2012 10:15 AM
Cc: Melissa Onyszko

Good Morning,

We received the updated project plan that included all work performed. Please take a look at the updated plan and provided concurrence or comments for us to go back to PI for a revision.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey
----- Forwarded by Joshua Watkins/NBC/OS/DOI on 05/21/2012 10:12 AM -----

From:	"Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To:	"Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>,
Cc:	"Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date:	05/21/2012 10:02 AM
Subject:	Updated Project Plan

Hi Joshua,

I hope that you had a nice weekend. Please review the attached updated Project Plan. The first section is hours completed to date and the second section is hours to be completed by August 31st.

Please let me know if any edits are needed.

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

PI_NRC_UpdateProjectPlanV2_05212012.pdf

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

RE: Performance under NRC D11PD19004
Stempien, Nicole
to:
Joshua_Watkins@nbc.gov, Kamal, Chris
05/18/2012 12:09 PM
Hide Details
From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>, "Kamal, Chris" <chris.kamal@performanceinstitute.org>,
History: This message has been forwarded.

Hi Joshua,

I just wanted to update you that we are still working on the updated Project Plan. We hope to have this to you early next week. Have a good weekend

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Wednesday, May 16, 2012 1:30 PM
To: Stempien, Nicole; Kamal, Chris
Cc: melissa.onyszko@aqd.nbc.gov
Subject: RE: Performance under NRC D11PD19004

Good Afternoon Nicole,

We a requesting a slight change to the updated plan. We are looking for all of the hours incurred to date and the projected, an overall view of the project. Specifically we are looking for the inclusion of the hours from the kick off meeting, through the facilitation sessions, up to the current and projected work

If you have any questions, please feel free to give me a call or send an email.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>, "Kamal, Chris" <chris.kamal@performanceinstitute.org>,
Cc: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Lynn.Fort@nrc.gov" <Lynn.Fort@nrc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 05/16/2012 02:11 PM
Subject: RE: Performance under NRC D11PD19004

Melissa,

Attached is the updated project plan with revised quote. Please let us know what questions you have or if any changes are needed.

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: melissa_onyszko@nbc.gov [mailto:melissa_onyszko@nbc.gov]
Sent: Wednesday, May 16, 2012 11:49 AM
To: Stempien, Nicole; Kamal, Chris
Cc: Joshua.Watkins@aqd.nbc.gov; Lynn.Fort@nrc.gov; Huber, Deborah
Subject: Performance under NRC D11PD19004

Nicole,
The period of performance of the subject order expired yesterday. However, based on the on-going negotiations PI is authorized to continue work while the modification is being finalized. We are still awaiting your revised quote. Do you have status on it?
Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey

at: www.aqd.nbc.gov/survey[attachment "-PI_NRC_UpdateProjectPlanV2_05162012.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

Fw: Performance under NRC D11PD19004
Joshua Watkins to: Lynn.Fort, Huber, Deborah 05/16/2012 02:31 PM
Cc: Melissa Onyszko

Good Afternoon,

The updated project plan is missing some information, specifically we have asked for an overall project summary, from kick off meeting till now, not just since the updated plan. However this information I believe is good enough for you to look over while we await the updated document that I have just requested.

If you have any questions, please feel free to let me know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey
----- Forwarded by Joshua Watkins/NBC/OS/DOI on 05/16/2012 02:15 PM -----

From:	"Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To:	"melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>, "Kamal, Chris" <chris.kamal@performanceinstitute.org>,
Cc:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Lynn.Fort@nrc.gov" <Lynn.Fort@nrc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date:	05/16/2012 02:11 PM
Subject:	RE: Performance under NRC D11PD19004

Melissa,

Attached is the updated project plan with revised quote. Please let us know what questions you have or if any changes are needed.

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

RE: Performance under NRC D11PD19004
Stempien, Nicole
to:
melissa_onyszko@nbc.gov, Kamal, Chris
05/16/2012 02:11 PM
Cc:
"Joshua.Watkins@aqd.nbc.gov", "Lynn.Fort@nrc.gov", "Huber, Deborah"
Hide Details
From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>, "Kamal. Chris" <chris.kamal@performanceinstitute.org>,
Cc: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Lynn.Fort@nrc.gov" <Lynn.Fort@nrc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
History: This message has been replied to and forwarded.

1 Attachment

-PI_NRC_UpdateProjectPlanV2_05162012.pdf

Melissa,

Attached is the updated project plan with revised quote. Please let us know what questions you have or if any changes are needed.

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: melissa_onyszko@nbc.gov [mailto:melissa_onyszko@nbc.gov]
Sent: Wednesday, May 16, 2012 11:49 AM
To: Stempien, Nicole; Kamal, Chris
Cc: Joshua.Watkins@aqd.nbc.gov; Lynn.Fort@nrc.gov; Huber, Deborah
Subject: Performance under NRC D11PD19004

Nicole,
The period of performance of the subject order expired yesterday. However, based on the on-going negotiations PI is authorized to continue work while the modification is being finalized. We are still awaiting your revised quote. Do you have status on it?
Thank you.

Melissa Onyszko
Contracting Officer/Team Lead

Re: FW: The Performance Institute SOW changes

Joshua Watkins to: Stempien, Nicole 05/15/2012 10:14 AM

Cc: "Kamal, Chris", "melissa.onyszko@aqd.nbc.gov"

Nicole,

We would like to see the bottom line for the whole project, from start to finish (Including original sessions held). This SOW change is expected to reduce hours for the remaining work to be performed, but we would like to see your quote on the effect of these changes.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

"Stempien, Nicole" Good Morning, We still have 40 hours remainin... 05/15/2012 10:02:20 AM

From:	"Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>,
Cc:	"Kamal, Chris" <chris.kamal@performanceinstitute.org>
Date:	05/15/2012 10:02 AM
Subject:	FW: The Performance Institute SOW changes

Good Morning,

We still have 40 hours remaining for Tasks 1-4. Should we move those hours to Task 5-7? We recently submitted 11 hours for March and 24 Hours for April (6 Researcher/Consultant & 18 Exec Management Consultant).

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua_Watkins@nbc.gov [mailto:Joshua_Watkins@nbc.gov]
Sent: Tuesday, May 15, 2012 7:27 AM
To: Kamal, Chris
Cc: Joshua.Watkins@aqd.nbc.gov; Stempien, Nicole; melissa.onyszko@aqd.nbc.gov
Subject: Re: The Performance Institute SOW changes

Good Morning,

After taking a quick look at the updated project plan you have submitted, I believe there is an typo in the final section of the Updated project plan. The hours listed (42 & 6) do not yield the cost given ($5,781.06 & $452.28 respectively). Please clarify the intended information.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Kamal, Chris" <chris.kamal@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>,
Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 05/14/2012 02:52 PM
Subject: The Performance Institute SOW changes

Joshua,

Please note the requested SOW changes from PI. Should you have any questions please let me know. Thanks in advance and have a great day!

v/r

Christopher Kamal
Director of Sales & Consulting Services
Performance Institute | ASMI
202-739-9506 (Direct)

[redacted] (Cell)
202-524-9806 (Fax)
805 15th Street, NW, 3rd Floor Washington, DC. 20005
chris.kamal@performanceinstitute.org
www.performanceweb.org
[attachment "SOW for Mod 3 (2).docx" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "OIG Strategic Plan -Letter -2012.05.11.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlanV2_032012.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlanV2_04142012.doc" deleted by Joshua Watkins/NBC/OS/DOI]

The Performance Institute SOW changes
Kamal, Chris
to:
Joshua.Watkins@aqd.nbc.gov
05/14/2012 02:52 PM
Cc:
"Stempien, Nicole"
Hide Details
From: "Kamal, Chris" <chris.kamal@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>,

Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
History: This message has been replied to and forwarded.

4 Attachments

SOW for Mod 3 (2).docx OIG Strategic Plan -Letter -2012.05.11.pdf PI_NRC_UpdateProjectPlanV2_032012.doc

PI_NRC_UpdateProjectPlanV2_04142012.doc

Joshua,

Please note the requested SOW changes from PI. Should you have any questions please let me know. Thanks in advance and have a great day!

v/r

Christopher Kamal
Director of Sales & Consulting Services
Performance Institute | ASMI
202-739-9506 (Direct)
[redacted] (Cell)
202-524-9806 (Fax)
805 15th Street, NW, 3rd Floor Washington, DC. 20005
chris.kamal@performanceinstitute.org
www.performanceweb.org

The Performance Institute - Updated SOW and PoP for Contract# D11PD19004

Joshua Watkins to: Stempien, Nicole, Kamal, Chris 05/11/2012 09:47 AM

Cc: Melissa Onyszko

Good Morning Nicole and Chris,

Please see the attached letter regarding a Statement of Work change and PoP extension request for Contract # D11PD19004. I have also attached a tracked changes copy of the SOW which has the changes mentioned in the letter.

OIG Strategic Plan -Letter -2012.05.11.pdf SOW for Mod 3.docx

If you have any questions please feel free to let Melissa or myself know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

ACQUISITION SERVICES DIRECTORATE

NBC

May 11, 2012

Christopher Kamal & Nicole Stempien
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Mr. Kamal & Ms. Stempien,

The Government has decided to revise the initial version of the strategic plan, provided under task order D11PD0004, internally with OIG staff as the Government feels it requires more extensive knowledge of the OIG's program. The Government would however like The Performance Institute to review and comment on the Government's draft when it is complete. The Government feels that The Performance Institutes' expertise will be especially helpful in performing a critical review before the Government submits the plan to their stakeholders and ultimately to the OMB.

To this end the Government is requesting the following changes to the task order:

1) Modify the period of performance from the current end date of May 15, 2012 to a new end date of 08/31/2012.

2) The Government requests that tasks 5, 6, and 7 from your most recent quote, dated 03/20/2012 and submitted by Jennifer Mueller, be combined into a task entitled "Submission of comments on OIG's Draft Strategic Plan." The due date would be 10 business days after receipt of OIG's draft or as agreed to by the Government and The Performance Institute.

Please provide a revised quote to us as soon as possible as the current period of performance ends May 15, 2012 and this modification will need to be completed prior to that time.

Respectfully,

Melissa Onyszko
Contracting Officer

2. STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

	Document No.	Document Title	
	D11PD19004 – Mod 3	SOW - FY 2008-2013 Strategic Plan	

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 3)

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The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by August 31, 2012 unless another date is mutually agreed to.

Deleted: May 02

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

	Document No.	Document Title	
	D11PD19004 – Mod 3	SOW - FY 2008-2013 Strategic Plan	

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 3)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around April 20, 2012.

   Submission of comments on OIG's Draft Strategic Plan: After receipt of the OIG initial draft strategic plan to the NRC OIG project officer, the Government will revise the documentation in accordance with OIG's understanding of their internal program. The Government will then provide this revised draft to the contractor for review. The contractor shall provide comments to the NRC OIG project officer no later than 10 business days after receipt of OIG's draft of the strategic plan.

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Deleted: and Final

Deleted: March 30

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5 Period and Place of Performance (Updated Modification 3)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on August 31, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

i. Name of personnel

ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

iii. Labor Category(s) associated with employee

iv. Hourly Rate associated with employee

v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973

Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

RE: Extension to contract D11PD19004 - Performance Institute
Fort, Lynn
to:
'Joshua.Watkins@aqd.nbc.gov'
05/10/2012 03:35 PM
Cc:
"Huber, Deborah", "'melissa.onyszko@aqd.nbc.gov'"
Hide Details
From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>,
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>

Hi, Joshua.

The letter and revised SOW are fine. Please also change the date for the final plan from May 2, 2012 to August 31, 2012 (per your comment #jw1). Please let me know if you have any questions or need anything else. Thanks for much for your quick and thorough work!

Regards,

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, May 10, 2012 3:23 PM
To: Fort, Lynn
Cc: Huber, Deborah; 'melissa.onyszko@aqd.nbc.gov'
Subject: Re: Extension to contract D11PD19004 - Performance Institute

Good Afternoon,

I have made the following draft letter to PI and updated the Statement of Work according to my understanding of the change.

Please review both and provide any comments or concurrence so that we can provide them to PI for a quote tomorrow morning if possible.

Many thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From "Fort, Lynn" <Lynn.Fort@nrc.gov>
To "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
cc "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date 05/09/2012 03:03 PM
Subject Extension to contract D11PD19004 - Performance Institute

Hi, Melissa and Joshua.

Per our discussion this afternoon, we would like to extend our contract with Performance Institute (PI) with the following modifications:

- Modify the expiration date to August 31, 2012
- We received the first draft of the strategic plan on April 18 (Task #3 in the March 20^{th} Updated Project Plan). As we discussed, we are in the process of revising this draft. We are not having PI do this because at this stage it requires more extensive knowledge of OIG's program. We would, however, like PI to review and comment on our draft when it is complete. Their expertise will be especially helpful in performing a critical review before we submit it to our stakeholders and ultimately to OMB.
- We would like to replace tasks 5, 6, and 7 with a single task , "PI submits comments on OIG's Final Draft Strategic Plan." We think 24 hours is a reasonable amount of time to complete this task. We would like the due date to be 10 business days after receipt of OIG's draft or as agreed by OIG and PI.

Please let me know if you have questions or need additional information. Thank you for your help.

Regards,

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

Re: Extension to contract D11PD19004 - Performance Institute

Joshua Watkins to: Fort, Lynn 05/10/2012 03:23 PM

Cc: "Huber, Deborah", "'melissa.onyszko@aqd.nbc.gov'"

Good Afternoon,

I have made the following draft letter to PI and updated the Statement of Work according to my understanding of the change.

OIG Strategic Plan -Letter -2012.05.11.doc SOW for Mod 3.docx

Please review both and provide any comments or concurrence so that we can provide them to PI for a quote tomorrow morning if possible.

Many thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Fort, Lynn" Hi, Melissa and Joshua. Per our discussion this... 05/09/2012 03:03:41 PM

From:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
To:	"'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
Cc:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date:	05/09/2012 03:03 PM
Subject:	Extension to contract D11PD19004 - Performance Institute

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Per our discussion this afternoon, we would like to extend our contract with Performance Institute (PI) with the following modifications:

- Modify the expiration date to August 31, 2012
- We received the first draft of the strategic plan on April 18 (Task #3 in the March 20th Updated Project Plan). As we discussed, we are in the process of revising this draft. We are not having PI do this because at this stage it requires more extensive knowledge of OIG's program. We would, however, like PI to review and comment on our draft when it is complete. Their expertise will be especially helpful in performing a critical review before we submit it to our

stakeholders and ultimately to OMB.

- We would like to replace tasks 5, 6, and 7 with a single task , "PI submits comments on OIG's Final Draft Strategic Plan." We think 24 hours is a reasonable amount of time to complete this task. We would like the due date to be 10 business days after receipt of OIG's draft or as agreed by OIG and PI.

Please let me know if you have questions or need additional information. Thank you for your help.

Regards,

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

RE: Contract D11PD19004

Melissa Onyszko to: Fort, Lynn 04/19/2012 07:42 AM

Cc: "Huber, Deborah", "Joshua.Watkins@aqd.nbc.gov"

Thanks. Just let us know if you need something further. We should probably wait on processing the modification until you are sure you want a final draft. Once you decide we can determine the due date for it and do the mod.
Let us know once you decide.

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Acquisition Services Directorate
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US Dept. of the Interior
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703-964-8481 Fax
www.nbc.gov
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From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
Cc: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 04/19/2012 07:29 AM
Subject: RE: Contract D11PD19004

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Thanks for your help.

Lynn

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Thursday, April 19, 2012 7:00 AM
To: Fort, Lynn
Cc: Joshua.Watkins@aqd.nbc.gov; Huber, Deborah
Subject: Fw: Contract D11PD19004

Hi Lynn,
See below. Does this seem accurate?

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----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 04/19/2012 06:59 AM -----

From: "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 04/18/2012 04:06 PM
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Please let me know if you have any additional questions.

Thank you,

Jon Desenberg

Policy Director

The Performance Institute

File Index 4 - Modifications

Award Number: D11PD19004 Modification Number: 0003

Check One: ☐ Unilateral Mod ☒ Bi-Lateral Mod

Check One: ☐ Administrative ☐ Option Exercise ☒ Other: Supplemental Agreement

Dates

Funding and Requirements Documents ➤ Requisition or Interagency Agreement ➤ Request from client for in-scope change / option exercise / etc. ➤ Independent Government Estimate (IGE)	JN	JN
Market Research		JN
Misc. Correspondence	JN	
Notification of Intent to Exercise an Option		JN
Justification and Approvals / Determinations and Findings / Waivers and Other Required Documentation: ➤ Option Exercise ➤ Documentation Limiting Competition ➤ D&F for Time & Materials or Labor Hours		JN
Contractor's Revised Offer	JN	
Technical Review of Revised Offer	JN	
CCR / EPLS	JN	
Modification Review Checklist	JN	
Modification Review and Approval [Peer, Team, Branch, Solicitor]	JN	
FPDS-NG Validation Record	JN	
Memorandum for Record [documentation specifically explaining this modification]	JN	
Modification	JN	

805 15th Street, NW, 3rd Floor

Washington, DC 20005

Tel: 202-739-9642

Jon.Desenberg@PerformanceInstitute.org

Stay Connected. Follow us on Twitter @PerformanceInst

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Tuesday, April 17, 2012 1:15 PM
To: Stempien, Nicole
Cc: Joshua.Watkins@aqd.nbc.gov; james.tessitore@aqd.nbc.gov; Mueller, Jennifer
Subject: Contract D11PD19004

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Thank you.

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RE: Update on Performance Institute, NRC OIG Order Number D11PD19004

Melissa Onyszko to: Fort, Lynn 04/17/2012 12:23 PM

Cc: "Huber, Deborah", "james.tessitore@aqd.nbc.gov", "'Joshua.Watkins@aqd.nbc.gov'"

Thanks Lynn. I'll cc you and Deb on the email to contractor.

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Date: 04/17/2012 11:35 AM
Subject: RE: Update on Performance Institute, NRC OIG Order Number D11PD19004

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From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Tuesday, April 17, 2012 11:17 AM
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Cc: Huber, Deborah; james.tessitore@aqd.nbc.gov; 'Joshua.Watkins@aqd.nbc.gov'
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Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 04/17/2012 09:29 AM
Subject: Update on Performance Institute, NRC OIG Order Number D11PD19004

Good morning, everyone.

(b) (6) NRC [redacted]

Our issues with Performance Institute continue. They did not deliver a first draft of the Strategic Plan on March 30 th per their March 20, 2012 Updated Project Plan. Jon Desenberg emailed Deb Huber a document on the 30th, but it was only a very rough draft of the Mission & Vision section. David Lee, our Deputy IG, and Deb Huber met with Jon on April 11th and gave him an extension until April 20th.

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I will CC: you on the email. Please let me know if you have issues, concerns, or changes to the email.

Thanks for your help.

Regards,
Lynn

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Office of the Inspector General

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ACQUISITION
SERVICES DIRECTORATE

MEMORANDUM

TO: File

FROM:

Melissa Onyszko, Contracting Officer — Date: 9/27/11

Joshua Watkins, Contract Specialist — Date: 9/27/2011

Subject: FPDS-NG for D11PD19004

After award of D11PD19004, while attempting to put the award information into FPDS-NG it was discovered that GSA record in FPDS-NG was incorrect. The GSA record indicated a DUNS number that did not exist in CCR.

Upon discussion with the vendor, The Performance Institute, it was recognized that the DUNS on GSA's NG record (004013244) was an old DUNS, and the correct one should be 966908704 which was effective early 2011. The contract specialist, Joshua Watkins, spoke with the CO of the GSA contract, Jon Bearscove. The GSA CO indicated they would be a mod to correct the DUNS, however he was leaving the office for 2 weeks.

The GSA number has since been corrected in NG for the FSS contract; however the effective date of the change is after the signature date of the award. Since this is after the date of the award signature the DUNS is still appearing incorrectly on the NG record for AQD's task order D11PD19004.

As the FPDS-NG record auto populates the DUNS number, it was decided to correctly enter the dates on our end, even the incorrect DUNS number appears on the NG record.

Print Close Help

Transaction Information

Award Type:	Delivery/Task Order	**Prepared Date:**	09/27/2011 09:00:15	**Prepared User:**	ONYSZKOM
Award Status:	Final	**Last Modified Date:**	09/27/2011 10:31:53	**Last Modified User:**	ONYSZKOM

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:	1406	IND11PD19004	0	0
Referenced IDV ID:	4730	GS10F0261M	0	
Reason For Modification:				
Solicitation ID:				

	Agency Identifier	*Main Account*	*Sub Account*	*Initiative*
Treasury Account Symbol:	31	0300		Select One

Dates		**Amounts**	
Date Signed:	08/31/2011	**Action Obligation:**	$50,423.69
Effective Date:	08/31/2011	**Base And Exercised Options Value:**	$50,423.69
Completion Date:	03/01/2012	**Base And All Options Value:**	$50,423.69
Est. Ultimate Completion Date:	03/01/2012	**Fee Paid for Use of Indefinite Delivery Vehicle:**	$0.00

Purchaser Information

Contracting Office Agency ID:	1406	**Contracting Office Agency Name:**	OFFICE OF POLICY, BUDGET AND ADMIN
Contracting Office ID:	00004	**Contracting Office Name:**	NBC ACQUISITION SERVICES DIRECTOR/
Funding Agency ID:	3100	**Funding Agency Name:**	NUCLEAR REGULATORY COMMISSION
Funding Office ID:	NRCHQ	**Funding Office Name:**	NUCLEAR REGULATORY COMMISSION
Foreign Funding:	Not Applicable		

Contractor Information

CCR Exception: Remove Exception

DUNS No:	004013244	**Street:**	1515 N COURTHOUSE RD
Vendor Name:	THE PERFORMANCE INSTITUTE	**Street2:**	
DBAN:		**City:**	ARLINGTON
		State:	VA **Zip:** 22201
		Country:	UNITED STATES
		Phone:	
		Fax No:	
		Congressional District:	VIRGINIA 08

Business Category Show Details

Organization Type	
Number of Employees	0
State of Incorporation	
Country of Incorporation	
Annual Revenue	$0

Contract Data

Type of Contract:	Labor Hours
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

** FY 2004 and prior; 80% or more specified as performance requirement*
** FY 2005 and later; 50% or more specified as performance requirement*

Contingency Humanitarian Peacekeeping Operation:	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:	No
Number Of Actions:	1

Legislative Mandates

Clinger-Cohen Act:	No
Service Contract Act:	Not Applicable
Walsh-Healey Act:	Not Applicable
Davis Bacon Act:	Not Applicable
Interagency Contracting Authority:	Other Statutory Authority
Other Interagency Contracting Statutory Authority: *(1000 characters)*	[illegible]

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:	MD		US
Principal Place Of Performance County Name:	MONTGOMERY		
Principal Place Of Performance City Name:	ROCKVILLE		
Congressional District Place Of Performance:	08		
Place Of Performance Zip Code(+4):	20852	- 2746	

Product Or Service Information

Product/Service Code:	R409	**Description:**	PROGRAM REVIEW/DEVELOPMENT SERVICES
Principal NAICS Code:	541611	**Description:**	ADMINISTRATIVE MANAGEMENT AND GENERAL M
Bundled Contract:	Not a bundled requirement		
System Equipment Code:			
Country of Product or Service Origin:	US	UNITED STATES	
Place of Manufacture:	Not a manufactured end product		
Domestic or Foreign Entity:	Select One		
Use Of Recovered Material:	No Clauses Included		
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:		**Description:**	
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
Use Of EPA Designated Products:	Not Required		
Description Of Requirement: *(4000 characters)*	Facilitation Support to Update the NRC O.G.FY 2008 2013		

Competition Information

Extent Competed For Referenced IDV:	Full and Open Competition
Extent Competed:	Full and Open Competition
Solicitation Procedures:	Subject to Multiple Award Fair Opportunity
Type Of Set Aside:	No set aside used
Evaluated Preference:	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Fair Opportunity given
Other Than Full And Open Competition:	Select One
Local Area Set Aside:	No
FedBizOpps:	Not Applicable
A76 Action:	No
Commercial Item Acquisition Procedures:	Commercial Item
Number Of Offers Received:	6
Small Business Competitiveness Demonstration Program:	
Commercial Item Test Program:	No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:	Small Business
Subcontract Plan:	Select One
Price Evaluation Percent Difference:	%

Re: Update on Performance Institute, NRC OIG Order Number D11PD19004

Melissa Onyszko to: Fort, Lynn 04/17/2012 11:16 AM

Cc: "Huber, Deborah", "james.tessitore@aqd.nbc.gov", "'Joshua.Watkins@aqd.nbc.gov'"

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"Fort, Lynn" Hi, Melissa. We received something on March 3... 04/19/2012 07:29:48 AM

From:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
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Cc:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
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To: Stempien, Nicole
Cc: Joshua.Watkins@aqd.nbc.gov; james.tessitore@aqd.nbc.gov; Mueller, Jennifer
Subject: Contract D11PD19004

Nicole,
As of modification 2, the subject contract required delivery of the Initial Draft Strategic Plan on March 30th. Documentation was submitted to the government on March 30th; however, it was a rough, incomplete draft of what was supposed to be submitted. The government is agreeable to the extension of the due date from March 30th to April 20th. However, the submittal needs to be a complete Initial Draft, suitable for distribution for comment. Additionally, written justification is required from you regarding the rationale for the delay.

Please note that late delivery can adversely affect past performance given at the end of a contract.

Your written justification for the delay is requested by noon ET on Thursday, April 19th.

Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

Re: Strat Planning Invoices
Melissa Onyszko to: Huber, Deborah 08/02/2012 07:38 AM
Cc: Joshua_Watkins@nbc.gov, "Fort, Lynn"

Deb - Please see below. There are no pending invoices awaiting payment. Thanks.

Display IPP Invoice Table - SAP NetWeaver Portal - Windows Internet Explorer

https://www.fbms.doi.net/irj/portal

File Edit View Favorites Tools Help

Convert Select

Display IPP Invoice Table - SAP NetWeaver Portal

INTERIOR

FBMS

HOME | ACQUISITION/FINANCIAL ASSISTANCE | CORE FINANCIALS

ACQUISITION | CONTRACT / FA MANAGEMENT SYSTEM | PURCHASE REQUEST

Home > Acquisition Home > Display Invoice Status > Display IPP Invoice Table

- Acquisition Home
- Receiving
- Invoicing
  - Display Invoice Status
  - Display IPP Invoice Table
  - Invoice Overview
- Purchasing
- Vendor Master
- Acquisition FAQs
- Acquisition Help

There are no items to display

There are no items to display

System Help

IPP Invoices Header Over view

Ven Inv Num	Vendor	IPP Inv Pr Dt	IPP Inv Am	Purch.Doc.	Doc. No.
G324.45	71092567	12/22/2011	3,854.04	D11PD19004	5200352885
G324.5	71092567	01/10/2012	4,496.38	D11PD19004	5200358309
G324.7	71092567	03/16/2012	5,459.89	D11PD19004	5200396356
G324.62-1	71092567	02/27/2012	1,605.85	D11PD19004	5200386572
G324.624	71092567	04/16/2012	4,496.38	D11PD19004	5200409863
G324.71	71092567	05/09/2012	8,386.50	D11PD19004	5200422272
G324.66	71092567	06/13/2012	3,532.87	D11PD19004	5200439808

Spool request (number 0000153108) sent to SAP printer LOCL

NOTE: Please update your records with my new email address: Melissa_Onyszko@nbc.gov.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

"Huber, Deborah" Hi Melissa and Josh. I'll be out of the office until... 08/01/2012 04:47:09 PM

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
Date:	08/01/2012 04:47 PM
Subject:	Strat Planning Invoices

Hi Melissa and Josh.

I'll be out of the office until Monday but will need information regarding the invoice amounts actually paid to PI. I rec'vd a call today from our NRC acctg office. We need to expense our obligations on this contract asap. Since your system changed, our office has been having difficulty getting the information that we need.

Can you help us? If you have any other suggestions as to how we might obtain this, we're all ears!

Thank you.

Deb
301-415-5978/5930

FW: IPP Invoice Approval Notification

melissa_onyszko@nbc.gov <melissa_onyszko@nbc.gov> Thu, Oct 11, 2012 at 8:36 AM
To: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc: Joshua_Watkins@nbc.gov

Hi Lynn,
Can you send us a copy of the invoice? Our system is down and since we never have access to IPP we can't view the invoice.
thanks.

NOTE: Please update your records with my new email address: Melissa_Onyszko@nbc.gov.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at:
www.aqd.nbc.gov/survey

-----"Fort, Lynn" <Lynn.Fort@nrc.gov> wrote: -----

> To: "melissa_onyszko@nbc.gov" <melissa_onyszko@nbc.gov>, "Joshua_Watkins@nbc.gov" <Joshua_Watkins@nbc.gov>
> From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
> Date: 10/09/2012 11:53AM
> Subject: FW: IPP Invoice Approval Notification
>
> Hi, Melissa and Joshua.
>
> I received the notice below to approve PI's March invoice (#G324.62) on our contract. I rejected that invoice on April 12, 2012, but approved their revised invoice (#G324.66) on June 13, 2012. Please advise on how to handle this new request. Thanks for your help – hope you're both doing well!
>
> Regards,
>
> **Lynn M. Fort**
>
> Sr. IT Specialist
>
> US Nuclear Regulatory Commission
>
> Office of the Inspector General
>
> Voice: 301-415-5973
>
> Fax: 301-415-5091
>
> Lynn.Fort@nrc.gov

Invoice G324.62

Watkins, Joshua <joshua_watkins@nbc.gov> Tue, Oct 23, 2012 at 7:49 AM
To: Nicole Stempien <nicole.stempien@performanceinstitute.org>

Good Morning Nicole,

We are going through a system upgrade, and perhaps this is a glitch. I currently do not have access to the system, but the COR did have access to IPP. As you have not submitted it, we will ignore it. I will start getting the contract ready for closeout as you are not planning on submitting any more invoices.

With thanks,
Joshua

On Mon, Oct 22, 2012 at 11:27 AM, Nicole Stempien
<nicole.stempien@performanceinstitute.org> wrote:
> Hi Joshua,
>
> I believe we are paid to date for this contract. This contract has expired and we shouldn't be submitting anymore invoices. Which, is odd because I didn't recently submit an invoice for this.
>
> Nicole
>
>
> Nicole Stempien
> Consulting Project Manager
> The Performance Institute
> 202-739-5636 (Direct)
> 703-501-9315 (Cell)
> 11 Canal Center Plaza, Suite 107, Alexandria, VA 22314
> nicole.stempien@performanceinstitute.org
> www.performanceweb.org
>
>
> -----Original Message-----
> From: Watkins, Joshua [mailto:joshua_watkins@nbc.gov]
> Sent: Monday, October 15, 2012 10:37 AM
> To: Ana Haakinson; Nicole Stempien
> Cc: Melissa Onyszko; Lynn Fort
> Subject: Invoice G324.62
>
> Good Morning,
>
> We just rejected the resubmitted invoice G324.62, as it is a duplicate invoice.
>
> The original had been rejected on 04/12/2012. PI then submitted a revised invoice with an amended time sheet, giving it the invoice number G324.66. The recently submitted (10/05/2012) G324.62 contains the same amended time sheet.

>
> If you have any questions, please feel free to let me know.
>
> Respectfully,
> Joshua
>
> --
> NOTE: Please update your records with my new email address Joshua_Watkins@nbc.gov. My previous address Joshua.Watkins@aqd.nbc.gov is being discontinued.
>
> Joshua Watkins
> Contracting Officer
>
> Acquisition Services Directorate
>
> 703-964-3684 (ofc)
> Joshua_Watkins@nbc.gov
> US Department of the Interior
> National Business Center
> www.aqd.nbc.gov
>
> We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey
>
> ________________________________
>
> CONFIDENTIALITY NOTICE: The information contained in this electronic mail and its attachments are privileged and confidential information and are intended for the use of the individual(s) or entity named above and those who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any use, copying or distribution of this communication is strictly prohibited.

--
NOTE: Please update your records with my new email address
Joshua_Watkins@nbc.gov. My previous address Joshua.Watkins@aqd.nbc.gov
is being discontinued.

Joshua Watkins
Contracting Officer

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua_Watkins@nbc.gov
US Department of the Interior
Interior Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION
SERVICES DIRECTORATE

09/07/2011

Appointment Memorandum

To: Lynn M. Fort
US Nuclear Regulatory Commission

From: Melissa Onyszko, Contracting Officer, Acquisition Services Directorate
Under the National Business Center of the Department of the Interior

Subject: Appointment of Contracting Officer's Technical Representative (COTR)

You are hereby appointed the Contracting Officer's Technical Representative for:

Contract/Task Order: D11PD19004
Title: NRC/OIG FY 2008-2013 Strategic Plan
Vendor Name: Thompson Media Group D.B.A. The Performance Institute
Award Date: 09/07//2011

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. The CO must therefore ensure that all requirements of law and regulation are followed. As the CO's representative, you are authorized to act in the stead of the CO to monitor the technical effort being performed under the contract. You must become very familiar with the requirements of the contract and communicate with the Contractor to ensure the Contractor is making satisfactory progress in performance of the contract. Other than the CO, you are the only Government employee who may direct the flow of matters between the Government and the Contractor. Additionally, you are limited to directing the flow of *technical* matters, and no other matters.

A contract is a legally enforceable agreement that sets forth the rights and responsibilities of the parties thereto. If the Contractor deviates from the terms of the contract, it is a matter between the Government (represented by the CO) and the Contractor. You must therefore keep the CO fully informed so that effective solutions can be applied to problems as soon as they develop. You will be required to exercise your own best judgment to determine what matters deserve the attention of the CO. When in doubt, report the matter to the CO.

Your suggestions to the Contractor about what must be done to fulfill the terms of the contract may lead to unauthorized commitments by the Government for additional compensation or to a release of the Contractor from its obligations under the contract. You must therefore refrain from communicating with the Contractor about matters that are outside the flow of *technical matters*. If in doubt, ask the CO. While you can and must make technical decisions, do not take any contract administration actions unless they are clearly authorized by this appointment.

You are authorized and required to:

a. Inspect and monitor the Contractor's performance to assure technical compliance with the contract. Immediately notify the CO of non-compliance, failure to make due progress, or a dispute. You should refer all discussions concerning disputed matters to the CO.

b. Inspect and verify satisfactory delivery of all services and products, including the Contractor's reports.

c. Verify efficient and satisfactory performance of work for payment purposes. When contracts contain a warranty or maintenance clause, immediately notify the CO and the Contractor of any deficiencies. After you have completed the notification, monitor the Contractor's response. Notify the CO if the Contractor fails to comply with the contract requirements in a timely fashion.

d. For the Herndon office, within five business days of receiving an invoice or an electronic notification through GovPay (www.govpay.gov) enter on the first page of a paper invoice, or in the appropriate space in GovPay for an electronic invoice, your recommended action whether to Approve, Reject or Partially Approve the invoice. You *must* make invoice action recommendations on Debit Invoices and/or Credit Vouchers/Memos before GovPay can forward them for CO approval. Submit paper invoices to invoices@aqd.nbc.gov – or the designated individual who forwarded the invoice for signature; you *must sign and date the invoice.*

e. For offices other than Herndon, you must take action within five business days of receiving a paper invoice. You *must* record your recommended action whether to Approve, Reject or Partially Approve the invoice, and you must sign and date the invoice. Follow the invoicing instructions set forth in the contract for forwarding the invoice after your approval or rejection.

When exercising your duties under this appointment, you are responsible for:

a. Knowing and understanding the terms and conditions of the contract. Immediately discuss any unclear areas with the CO;

b. Knowing the scope and limitations of your authority and using good judgment, skill, and reasonable care in exercising it;

c. Protecting privileged and sensitive procurement information;

d. Monitoring the work site periodically to verify progress and informing the CO of your findings concerning:

    (1) Actual performance vs. scheduled performance.

    (2) Action needed to restore the contract to schedule;

e. Implementing the Government Furnished Property/Materials (GFP/M) contract provisions, when applicable. Your responsibilities for GFP/M include: providing the CO with any proposed changes, additions, or deletions to GFP/M; ensuring that delivery is made on time; and inspecting each unit upon its return and notifying the CO of any deficiencies;

f. Monitoring the results of all required tests within the stated time limitations. The results must be promptly forwarded to the CO. When equipment is delivered to more than one site, ensuring the CO is informed in writing (e.g., e-mail) of delivery and acceptance. Ensuring that equipment is not installed or repaired by Government personnel when the responsibility lies with the Contractor;

g. Documenting actions taken and decisions that you have made as the COTR, and maintain adequate records to describe sufficiently the performance of your duties as COTR during the life of this contract. As a minimum, the COTR file should contain copies of the following:

    (1) COTR appointment memorandum
    (2) Contract and any modifications
    (3) All contract correspondence
    (4) Records of COTR inspections
    (5) Records of conversations with the contractor
    (6) Invoices and vouchers;

h. Providing the CO with a copy of any correspondence (including e-mail) you send to the Contractor;

i. Assuring that the Contractor has access to the facility as well as appropriate clearances for personnel to have access to classified or sensitive material, when applicable, as soon as it is determined that access to such material will be required;

j. Reviewing and recommending to the CO approval/disapproval of Contractor's requests for public release of information regarding work being performed under the contract;

k. Maintaining current COTR certification throughout your appointment. In accordance with Office of Management and Budget memorandum dated November 26, 2007, Subject: The Federal Acquisition Certification for Contracting Officer Technical Representatives, COTRs must have a minimum of 40 hours of training and must maintain their skills currency through continuous learning. Twenty-two of the required 40 hours of training hours must cover the essential COTR competencies. The remaining 18 hours of the required 40 hours of training should include agency-specific courses, electives, and/or those identified by the COTR's supervisor, in consultation with the Contracting Officer, as necessary, for managing a particular contract. To maintain a FAC-COTR, COTRs are required to earn 40 continuous learning points (CLPs) of skills currency training every two years.

l. Immediately notifying the CO of an impending COTR change in order to facilitate a smooth transition and early training of the new COTR; and

m. Monitoring the performance and dollars expended on time-and-material and labor- hour type line items or contracts to ensure that they appear to be reasonable for the efforts performed; this includes the type of labor and number of labor hours, travel (including locations, duration, and number of travelers), and types and quantities of material.

You shall only authorize or approve contractually funded travel expenses which comply with Federal Travel Regulations or Joint Travel Regulation, as appropriate. As a minimum, you must review invoices and any status reports provided by the Contractor to verify that the hours and costs incurred are reasonable in view of the Contractor's effort and contract deliverables provided. You must also review invoices to ensure that the labor rates charged are the same as those set forth in the contract.

This contract is covered by the Prompt Payment Act which subjects the Government to penalties if invoices are not paid in a timely fashion. Penalties are assessed if payment is not made within 30 days after receipt of a proper invoice or final acceptance of the goods or services, whichever is later.

To avoid paying late payment penalties from your program funds, it is important that you promptly accept/reject delivered goods or services and immediately certify invoices for payment. Payment, inspection, and acceptance procedures are set forth in the contract. Notify the CO immediately if goods or services are rejected. Ensure invoices include proper justification for rejected or partially paid invoices.

You must ensure that Contractor employees and consultants with access to Government information technology systems complete the required background investigation forms. You must ensure these forms are submitted to the Agency security officer or personnel security specialist for screening and processing. Prior to granting access to Government

IT applications and systems you must verify that Contractor employees and consultants meet the mandatory training requirements of OMB Circular A-130 and 5 CFR Part 930.

You may face personal pecuniary liability if you commit unauthorized acts that obligate the Government to pay for work that is outside the scope of the contract. It is therefore essential for you to understand that under this appointment, you must *NOT*:

a. Modify the stated terms and conditions of the contract or the scope of work in any manner. All such changes must be made in writing by the CO;

b. Award, execute, or agree to any contract, contract modification, accord, task or delivery order, notice of intent, or any similar agreement;

c. Obligate the Government, in any way, to make any payment of money outside the terms and conditions of this contract;

d. Make a final decision on any contract matter that is subject to the Disputes Clause at FAR 52.233-1;

e. Terminate the Contractor's right to proceed, or impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in the Contract;

f. Change the period of performance;

g. Authorize purchases not provided for under the Contract;

h. Authorize the use of overtime;

i. Furnish or authorize the furnishing of Government property, except as required under the Contract;

j. Direct the activities of any employee of the Contractor, except as specifically provided for under the Contract;

k. Authorize subcontracting or the use of consultants not already authorized under the Contract;

l. Grant deviations from or waive any of the terms or conditions of the contract; or

m. Make any change that affects price, quality, quantity, delivery, or other terms and conditions of the contract.

You may *not* delegate any of the duties or responsibilities assigned to you under this appointment, and you should ensure that an Alternate COTR is appointed to perform your duties in the event of your absence.

Your appointment as COTR will end on the earliest of the following events:

1. Contract completion.

2. Contract termination.

3. Leaving your present duty position.

4. The CO's termination of this appointment.

When performing your duties under this appointment, you shall maintain an arms-length relationship with the Contractor and consistently strive to protect the interests of the Government. You should be particularly attentive to possible violations of the False Claims Amendments Act of 1986 and the Program Fraud Civil Remedies Act of 1986, which involve the submission of false claims or the making of false statements. Similarly, you shall avoid any act that may tend to compromise the integrity or apparent integrity of yourself or the Government, or which interferes with the Contractor's right to perform.

Gratuities offered to you or any other Government official by any private person or company must be reported to the CO. In your capacity as the COTR, you are responsible for promptly notifying the CO of any suspected violations of the Gratuities Clause, FAR 52.203-3.

If you have or intend to obtain any direct or indirect financial interest which conflicts with your duty to promote and protect the interests of the United States (this includes any discussion of employment with the Contractor), you shall immediately advise your supervisor and the CO of the conflict. You shall also avoid the appearance of any such conflict to maintain public confidence in the Government's conduct of business with the private sector.

For additional information on COTR duties and responsibilities please refer to the Federal Acquisition Institute's online COTR Training Modules at www.fai.gov.

Melissa Onyszko

Melissa Onyszko
Contracting Officer

The COTR and Contractor's representative must complete the acknowledgement and receipt on the following page. Failure to execute the acknowledgement will *not* render this appointment ineffective.

COTR ACKNOWLEDGEMENT

The undersigned acknowledges appointment as COTR, and accepts the duties, responsibilities, and limitations described in this Appointment Memorandum. I understand that the CO reserves the authority to cancel COTR appointments.

Acknowledged: Lynn M Fort Date: 9/12/11
Lynn M. Fort
Contracting Officer's Technical Representative

CONTRACTOR RECEIPT

The undersigned has read and understands the limitations of authority of the COTR appointed by this Appointment Memorandum, and also understands that no other Government employee or agent thereof has any authority to bind the Government.

Acknowledged By: Jennifer Mueller Digitally signed by Jennifer Mueller DN: cn=Jennifer Mueller, o=The Performance Institute, ou, email=nicole.stempien@performanceinstitute.org, c=US Date: 2011.09.12 11:26:36-05'00' Date: ______________

COTR Appointment Letter for D11PD19004 - NRC-OIG FY 2008-2013 Strategic Plan

Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov, melissa.onyszko@aqd.nbc.gov 09/12/2011 12:48 PM

Good Afternoon Joshua and Melissa,

I hope this note finds you well. Attached is the signed COTR appointment letter for D11PD19004 for NRC-OIG FY 2008-2013 Strategic Plan.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, September 12, 2011 10:38 AM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: COTR Appointment Letter for D11PD19004 - NRC-OIG FY 2008-2013 Strategic Plan

Good Morning,

Attached is the COTR appointment letter for D11PD19004 for NRC-OIG FY 2008-2013 Strategic Plan. Please read and return a signed copy to Melissa and myself.

If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

COTR Appointment Letter for D11PD19004 OIG Strategic Planning.pdf

Federal Acquisition Certification

for Contracting Officer Technical Representative

Lynn M. Fort

Has met the requirements for certification

Date of issuance: 05/05/2010/Expiration: 05/04/2012

FAI

Donna T. McCarthy, Ph.D.
CPPO, CPPB, C.P.M.
Director, Federal Acquisition Institute

Carolyn A. Cooper
Acquisition Career Manager
Nuclear Regulatory Commission

D11PD19004, Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Joshua Watkins to: jennifer.mueller 09/07/2011 08:57 AM

Cc: nicole.stempien, ana.haakinson, Melissa Onyszko, Deborah.Huber

Good Morning,

I have attached the fully signed award document D11PD19004 for Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013.

D11PD19004.pdf

However, the DUNS issue with GSA will still need to be resolved in as timely a manner as possible. Please continue to inform us of any changes and status updates regarding the correction.

If you have any questions or concerns, please feel free to contact Melissa or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 08/31/2011
2. CONTRACT NO. *(If any)*: GS10F0261M
3. ORDER NO.: D11PD19004
4. REQUISITION/REFERENCE NO.:
5. ISSUING OFFICE *(Address correspondence to)*
NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon VA 20170-4817

6. SHIP TO:
a. NAME OF CONSIGNEE: No Shipping Information
b. STREET ADDRESS:
c. CITY:
d. STATE:
e. ZIP CODE:
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: Jennifer Mueller 202.739.9619
b. COMPANY NAME: THOMPSON MEDIA GROUP LLC
c. STREET ADDRESS: 805 15TH ST NW 3RD FLOOR
d. CITY: WASHINGTON
e. STATE: DC
f. ZIP CODE: 20005-2292

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☒ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
2011 - - NP - 6940 - - 252J - - NPA57 - - - 150429 - - 1K - 69 - - -

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☑ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*

16. DISCOUNT TERMS

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)
	SEE LINE ITEM DETAIL			$	$	

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

17(h) TOT. *(Cont. pages)*

21. MAIL INVOICE TO: No Contacts Identified
a. NAME: GovPay Electronic Invoicing at http:www.govpay.gov
b. STREET ADDRESS *(or P.O. Box)*: e-mail: HelpDesk@govpay.gov , Phone: 703-964-8802
c. CITY
d. STATE
e. ZIP CODE

17(i) GRAND TOTAL: $50,423.69

22. UNITED STATES OF AMERICA BY *(Signature)* Melissa Onyszko

23. NAME *(Typed)*
Melissa Onyszko
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Jennifer Mueller Digitally signed by Jennifer Mueller DN: cn=Jennifer Mueller, o=The Performance Institute, ou, email=nicole.stempien@performanceinstitute.org, c=US Date: 2011.08.30 15:13:50 -05'00'

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_______. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

ORDE OR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2011	GS10F0261M	D11PD19004

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a Labor-Hours Type Contract. *BIS Project Number: 64125* *IA:NRC30110013* *DUNS:96-690-8704* *TIN: 27-4171276*					
0001	Executive Management Consultant *Start Date* 09/07/2011 *End Date* 03/01/2012	157.00	AU	$ 321.170	$ 50,423.69	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $50,423.69

NSN 7540-01-152-8082

OPTIONAL FORM 348 (10-83)
Prescribed by GSA-FAR (48 CFR)

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by December 16, 2011 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Final Draft Strategic Plan:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around November 4, 2011, and a final draft strategic plan by or around December 16, 2011.

5 Period and Place of Performance

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on March 1, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

    i. Name of personnel

    ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

    iii. Labor Category(s) associated with employee

    iv. Hourly Rate associated with employee

    v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 GovPay E-Invoicing

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at http://www.ccr.gov.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least

fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise

provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting
Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

2 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

3 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's

employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

4 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____

(Signature)

____

Date

5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

6 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

8 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 IV&V Contractor within 7 calendar days of contract expiration.

9 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

10 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

11 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Wage Determination

File Index 4 - Modifications

Award Number: D11PD19004 Modification Number: 0002

Check One: ☐ Unilateral Mod ☒ Bi-Lateral Mod

Check One: ☐ Administrative ☐ Option Exercise ☒ Other: Supplemental Agreement Labor Realignment/Dates

Funding and Requirements Documents ➢ Requisition or Interagency Agreement ➢ Request from client for in-scope change / option exercise / etc. ➢ Independent Government Estimate (IGE)	JW	JW JW
Market Research		JW
Misc. Correspondence	JW	
Notification of Intent to Exercise an Option		JW
Justification and Approvals / Determinations and Findings / Waivers and Other Required Documentation: ➢ Option Exercise ➢ Documentation Limiting Competition ➢ D&F for Time & Materials or Labor Hours		JW JW JW
Contractor's Revised Offer	JW	
Technical Review of Revised Offer	JW	
CCR / EPLS	JW	
Modification Review Checklist	JW	
Modification Review and Approval [Peer, Team, Branch, Solicitor]	JW	
FPDS-NG Validation Record	JW	
Memorandum for Record [documentation specifically explaining this modification]	JW	
Modification	JW	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 21
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 03/01/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE D21		7. ADMINISTERED BY *(If other than Item 6)* CODE	

DOI, NBC-AQD, Division 2/Branch 1
DOI, National Business Center, AQD
Division 2/Branch 1
381 Elden St, Suite 4000
Herndon VA 20170

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

THOMPSON MEDIA GROUP LLC
Attn: ATTN Government POC
5201 W KENNEDY BLVD
SUITE 220
TAMPA FL 33609-1803

CODE 0071092567 | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS10F0261M
D11PD19004

10B. DATED *(SEE ITEM 13)*
08/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Alt I (c) "Contract Terms and Conditions - Commercial Items - Changes (JUN 2010)"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is:

1) Extend the overall period of performance of the contract from May 01, 2012 to May 15, 2012 and update section 5 of the Statement of Work.

2) Extend the due dates for the initial and final Draft Strategic Plans and update sections 2 and 4 of the Statement of Work.

3) Realign Labor by reducing the Executive Management Consultant hours and adding Researcher/Consultant hours. "Appendix A: Labor Distribution" is added to the contract to illustrate the labor distribution to be charged against the contract.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Jennifer Mueller		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Melissa Onyszko	
15B. CONTRACTOR/OFFEROR Jennifer Mueller *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-27-12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0261M/D11PD19004/0002	PAGE 2 OF 21

NAME OF OFFEROR OR CONTRACTOR
THOMPSON MEDIA GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Legacy Doc #: D11PD19004 Period of Performance: 09/07/2011 to 05/15/2012 This is a Labor-Hours Type Contract. Award BIS Project Number: 64125 IA:NRC30110013 DUNS:966908704 TIN: 274171276				

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1. Appendix A: Labor Distribution

The total potential not to exceed amount/ceiling is **$50,423.69**. The contract is fully funded for labor in the amount of **$50,423.69**. The contractor shall bill at the labor category rates identified below. The contractor shall not exceed the hours for each of the labor categories as described. The government is not required to reimburse the contractor for any hours incurred for each labor category that exceed the hours identified below. The contractor is not required to incur costs in excess of the funds obligated to the contract nor will the government be required to reimburse the contractor for any costs incurred in excess of the amount obligated.

Labor Category	Rate	Hours
Executive Management Consultant	$321.17	149
Researcher/Consultant	$113.07	22

2. STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work (Modification 2)

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by May 02, 2012 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks (Updated Modification 2)

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Initial and Final Draft Strategic Plans:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around March 30, 2012 , and a final draft strategic plan by or around May 02, 2012

5 Period and Place of Performance (Updated Modification 2)

It is anticipated that the period of performance shall commence on or around September 7, 2011 and shall expire on May 15, 2012. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

   iii. Labor Category(s) associated with employee

iv. Hourly Rate associated with employee

v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011) (Updated Modification 1)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: See Statement of Work, #7 Payment Schedule/Invoicing, for details.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email bos.ipp.helpdesk@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

Jon Desenberg **Executive Management Consultant**

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes

or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Joshua Watkins
Phone: 703-964-3684

CLAUSES

3 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

$50,423.69

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

4 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees

of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

5 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____
(Signature)

____
Date

6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989

7 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (Aug 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_x__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_x__ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (10) [Reserved]
___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_x__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
_x__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
_x__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_x__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_x__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_x__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_x__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_x__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
_x__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
_x__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage – Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

9 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 IV&V Contractor within 7 calendar days of contract expiration.

10 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

11 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

12 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ACQUISITION
SERVICES DIRECTORATE
Herndon

MEMORANDUM
TO: File

FROM:

James Tessitore, Contracting Officer — 3-26-12 Date

Joshua Watkins, Contract Specialist — 3/26/2012 Date

SUBJECT: D11PD19004 – A2

The purpose of this modification is to:

1) Extend the overall period of performance of the contract from May 01, 2012 to May 15, 2012 and update section 5 of the Statement of Work.
2) Extend the due dates for the initial and final Draft Strategic Plans and update sections 2 and 4 of the Statement of Work.
3) Realign Labor by reducing the Executive Management Consultant hours and adding Researcher/Consultant hours. "Appendix A: Labor Distribution" is added to the contract to illustrate the labor distribution to be charged against the contract.

On February 13, 2012, the NRC COR, Lynn Fort, contacted AQD indicating that there were performance issues on the contract with the vendor, The Performance Institute (PI). After a phone call with NRC, NRC sent an additional email to AQD on February 14, 2012 detailing the specific issues regarding PI. Specifically, NRC mentioned the lack of deliverables produced by PI and a specific example of when Mr. Jon Desenberg, the key personnel for the contract, was unprepared for a facilitation meeting.

On February 21, 2012, a letter was sent to PI regarding the Government's concerns over the task order. A conference call was held on February 23, 2012 with PI representatives, AQD, and NRC to discuss the letter and the Government's concerns. During the meeting, the possibility of a labor realignment to better facilitate the meetings and preparation of documents was discussed and a general plan on how to get the contract back on schedule was formulated.

On February 27, 2012, PI submitted a revised Project Plan and Cost schedule to request a labor realignment. The plan and cost schedule were given to NRC for review. NRC responded with a final list of comments and concerns regarding the proposal on March 05, 2012.

On March 06, 2012 AQD sent a letter to PI with the Government's comments and concerns regarding PI's realignment request. Included in the comments were Government's request that existing labor rates listed in the contract be honored and that the additional labor category be provided an additional discount from GSA schedules. PI responded to these comments on March 08, 2012 and the response was sent to NRC for approval. PI accepted the Government's request regarding labor rates and the additional discount. However, after receipt of the February invoice, it was noted that this proposal was actually more expensive than the funded amount on the contract, when incurred hours to date were taken into consideration. The Government sent a request to PI on March 20, 2012 stating that the realignment should be within the funded amount of the contract, including the incurred hours to date. PI responded the same day with a revised request. On March 23, 2012 NRC provided concurrence with PI's final realignment request. As a result of this modification, the Government will receive more labor hour in total at a labor mix that facilitates a successful completion to the project. In addition, the Government was provided consideration for prior issues in the form of a discount to the additional labor category hours added to the contract, with the overall cost of the contract remaining within the funded amount.

The vendor's CCR record is valid until 10/03/2012. The vendor was not found on EPLS and did not have any negative records in FAPIIS.

Execution of this modification is in the best interest of the Government.

Print Close Help

Transaction Information

Award Type:	Delivery/Task Order	**Prepared Date:**	03/23/2012 13:19:23	**Prepared User:**	WATKINSJ
Award Status:	Final	**Last Modified Date:**	03/27/2012 08:51:38	**Last Modified User:**	TESSITOJ

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	1406	IND11PD19004	2	0
Referenced IDV ID:	4730	GS10F0261M	4	

Reason For Modification: SUPPLEMENTAL AGREEMENT FOR WORK WITHIN SCO

Solicitation ID:

	Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol:	31	0300		Select One

Dates

Date Signed:	03/27/2012
Effective Date:	03/01/2012
Completion Date:	05/15/2012
Est. Ultimate Completion Date:	05/15/2012

Amounts

	Current	Total
Action Obligation:	$0.00	$50,423.69
Base And Exercised Options Value:	$0.00	$50,423.69
Base And All Options Value:	$0.00	$50,423.69
Fee Paid for Use of Indefinite Delivery Vehicle:	$0.00	

Purchaser Information

Contracting Office Agency ID:	1406	**Contracting Office Agency Name:**	OFFICE OF POLICY, BUDGET AND ADMIN
Contracting Office ID:	00004	**Contracting Office Name:**	NBC ACQUISITION SERVICES DIRECTOR/
Funding Agency ID:	3100	**Funding Agency Name:**	NUCLEAR REGULATORY COMMISSION
Funding Office ID:	NRCHQ	**Funding Office Name:**	NUCLEAR REGULATORY COMMISSION
Foreign Funding:	Not Applicable		

Contractor Information

CCR Exception: Remove Exception

DUNS No:	966908704	**Street:**	
Vendor Name:		**Street2:**	
DBAN:		**City:**	
		State:	**Zip:**
		Country:	
		Phone:	
		Fax No:	
		Congressional District:	

Show Details

Business Catagory	
Organization Type	
Number of Employees	0
State of Incorporation	
Country of Incorporation	
Annual Revenue	$0

Contract Data

Type of Contract:	Labor Hours
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

** FY 2004 and prior; 80% or more specified as performance requirement*

** FY 2005 and later; 50% or more specified as performance requirement*

Contingency Humanitarian Peacekeeping Operation:	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:	No
Number Of Actions:	1

Legislative Mandates

Clinger-Cohen Act:	No
Service Contract Act:	Not Applicable
Walsh-Healey Act:	Not Applicable
Davis Bacon Act:	Not Applicable
Interagency Contracting Authority:	Other Statutory Authority
Other Interagency Contracting Statutory Authority: *(1000 characters)*	GMRA

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:	MD		USA

Principal Place Of Performance County Name:	MONTGOMERY
Principal Place Of Performance City Name:	ROCKVILLE
Congressional District Place Of Performance:	08
Place Of Performance Zip Code(+4):	20852 - 2746

Product Or Service Information

Product/Service Code:	R409	**Description:**	PROGRAM REVIEW/DEVELOPMENT SERVICES
Principal NAICS Code:	541611	**Description:**	ADMINISTRATIVE MANAGEMENT AND GENERAL M
Bundled Contract:	Not a bundled requirement		
System Equipment Code:			
Country of Product or Service Origin:	US UNITED STATES		
Place of Manufacture:	Not a manufactured end product		
Domestic or Foreign Entity:	Select One		
Recovered Materials/Sustainability:	No Clauses included and No Sustainability Included	**OMB Policy on Sustainable Acquisition**	
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:		**Description:**	
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
Use Of EPA Designated Products:	Not Required		
Description Of Requirement: *(4000 characters)*	NRC: FY 2008 2013 Strategic Plan		

Competition Information

Extent Competed For Referenced IDV:	Full and Open Competition
Extent Competed:	Full and Open Competition
Solicitation Procedures:	Subject to Multiple Award Fair Opportunity
Type Of Set Aside:	No set aside used.
Evaluated Preference:	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Fair Opportunity given
Other Than Full And Open Competition:	Select One
Local Area Set Aside:	No
FedBizOpps:	Not Applicable
A76 Action:	No
Commercial Item Acquisition Procedures:	Commercial Item
Number Of Offers Received:	6
Small Business Competitiveness Demonstration Program:	
Commercial Item Test Program:	No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:	Small Business
Subcontract Plan:	Select One

Price Evaluation Percent Difference:	0	%

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PD19004- NRC -Mod 2	CS: Joshua Watkins
	CO: James Tessitore

Check One:

☐ Pre-Solicitation Documents ☐ Solicitation ☐ Award ☒ Modification ☐ Protest ☐ Termination

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	Action Required	Name	Concur / Approve / Reject (indicate with or w/o comments)	Signature	Date
Peer	Concur	Don Abamonte	Concur w/o comments	[signature]	26 MAR 2012

Reviewer Name: Comments:	Resolution of Comments:	Initials & Date:

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
1. Is the modification properly documented and within scope? FAR 43.1	All modifications	3/23	☐	☐	
2. Does the file contain evidence of availability of funds? FAR 4.803(a)(3)	All modifications obligating additional funds	☐	☐	3/23	
3. Does the file contain an Independent Government Cost Estimate reflecting the probable cost for the supply or service? NBC-ACQ-6900-026	Modifications increasing the level of effort of contract over the SAT	☐	☐	3/23	
4. Did the CO provide written notice to the contractor within the time period specified in the contract? FAR 17.207(a)	Modifications exercising an option	☐	☐	3/23	
5. Did the CO ensure that the contractor is listed on CCR prior to completing the modification?	All modifications	3/23	☐	☐	
6. Did the CO review the Excluded Parties List Service (EPLS) prior to completing the modification? FAR 9.405-1(b)(3)	Modifications exercising an option, extending the POP, adding additional work or otherwise increasing the level of effort	3/23	☐	☐	
7. Did the CO make a written determination that exercise is in accordance with the terms of the option and the requirements of FAR Parts 6 and 17? FAR 17.207(f)	Modifications exercising an option	☐	☐	3/23	
8. Are the contractor's ORCA electronic representations and certifications less than one year old, and did the CO annotate the date of their verification of this fact in the modification file? Best Practice	Modifications exercising an option	☐	☐	3/23	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
9. Did the CO ensure that the Indefinite Delivery Vehicle (IDIQ, BPA, etc.) is still active prior to exercising an option?	Modifications exercising options for orders against IDVs	☐	☐	☑	
10. If the COR changed, was their appointment terminated in writing with a copy provided to the contractor and the COR Program Coordinator?	If COR is assigned	☐	☐	☑	
11. If the CO has changed since award of the contract or delivery / task order, does the file contain a chronological list identifying the awarding and successor CO's with inclusive dates of responsibility? FAR 4.803(a)(41)	All modifications	☐	☐	☑	
12. Has the CO signed a D&F justifying the use of a T&M or LH contract prior to exercising the option? FAR 16.601(d)	Modifications exercising an option for T&M or LH contracts where the total POP exceeds three years	☐	☐	☑	
13. Was the modification reviewed and approved by the competition advocate? NBCM-ACQ-6900-041, DIAPR 2008-10	All modifications to exercise options if the basic award was non-competitive; *and* all modifications that add work or increase the price of an award	☐	☐	☑	
14. Have the required internal reviews and approvals been completed on the award documents? NBCM-ACQ-6900-015	All Modifications	☑	☐	☐	
15. Did the CO obtain legal review of the modification? NBCM-ACQ-6900-015	Modifications over $500,000	☐	☐	☑	
16. Did the CO enter the data in FPDS-NG? FAR 4.602(d); NBCM-ACQ-6900-033	All modifications	☑	☐	☐	

Modification Checklist

Documentation / Action	Required For	Yes	No	N/A	Comments
17. Did the CO ensure that interim contractor performance evaluations are being completed at least annually? NBCM-ACQ-6900-044	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	☐ 3/23	
18. Did the CO ensure that Contract Status Reports are being completed at least every six months? NBCM-ACQ-6900-034	Modifications to services contracts with a total POP (base and all options) exceeding one year	☐	☐	☐ 3/23	
19. Did the CO ensure that any expired funds remaining from the previous performance period were deobligated within 90 days after the end of the performance period? Best Practice	Modifications exercising an option	☐	☐	☐ 3/23	
20. Did the CO ensure that a link to the customer satisfaction survey was sent to the customer within two business days of the award?	Modifications exercising an option	☐	☐	☐ 3/23	

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 10/03/2012.

DUNS: 966908704

DUNS PLUS4:

CAGE/NCAGE: 6A4B0

Legal Business Name: THOMPSON MEDIA GROUP LLC

Doing Business As (DBA): PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT

Division Name:

Division Number:

Company URL: http://www.performanceweb.org

Physical Street Address 1: 805 15TH ST NW 3RD FLOOR

Physical Street Address 2:

Physical City: WASHINGTON

Physical State: DC

Physical Foreign Province:

Physical Zip/Postal Code: 20005-2292

Physical Country: USA

Mailing Name: THOMPSON MEDIA GROUP LLC D/B/A THE PERFORMANCE INSTITUTE

Mailing Street Address 1: 5201 W KENNEDY BLVD

Mailing Street Address 2: SUITE 220

Mailing City: TAMPA

Mailing State: FL

Mailing Foreign Province:

Mailing Zip/Postal Code: 33609-1803

Mailing Country: USA

Business Start Date: 12/24/2010

Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Partnership or Limited Liability Partnership

Business Types/Grants

LJ - Limited Liability Company
VN - Contracts
2X - For-Profit Organization

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)

541611 - Administrative Management and General Management Consulting Services

541612 - Human Resources Consulting Services

541614 - Process, Physical Distribution, and Logistics Consulting Services

611430 - Professional and Management Development Training

Product Service Codes (PSC)

R420 - SUPPORT- PROFESSIONAL: CERTIFICATIONS AND ACCREDITATIONS (OTHER THAN EDUC OR INFO TECH C&A)

R498 - SUPPORT- PROFESSIONAL: PATENT AND TRADEMARK

U001 - EDUCATION/TRAINING- LECTURES

U008 - EDUCATION/TRAINING- TRAINING/CURRICULUM DEVELOPMENT

U009 - EDUCATION/TRAINING- GENERAL

U010 - EDUCATION/TRAINING- CERTIFICATIONS/ACCREDITATIONS FOR EDUCATIONAL INSTITUTIONS

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business

531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541612	Human Resources Consulting Services	No	No
541614	Process, Physical Distribution, and Logistics Consulting Services	No	No
611430	Professional and Management Development Training	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

Government Business Alternate POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:
Fax: 866-234-0681

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9627
Non-U.S. Phone:

Electronic Business Alternate POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:

Fax: 866-234-0681

Fax: 202-739-9501

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

DUNS : 966908704

As of 23-Mar-2012 11:18 AM EDT

Save to MyEPLS

Your search returned no results.

We recommend an Advanced Search by **Exact Name** or **Partial Name** as all records may not include a **DUNS**.

Back **New Search** **Printer-Friendly**

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING

Main
Logout
Switch Apps

REPORTS MENU ITEMS
FAPIIS Reports

All Government-entered FAPIIS Records

All Awardee-entered Proceedings Information

FAPIIS REPORTS

Awardee: THOMPSON MEDIA GROUP LLC

Back

Summary of All Reports

Report Type	Count
Administrative Agreement	0
Defective Pricing	0
DoD Determination of Contractor Fault	0
Non-Responsibility Determination	0
Recipient Not-Qualified Determination	0
Termination for Cause	0
Termination for Default	0
Termination for Material Failure to Comply	0

Extended System Report Source
Central Contractor Registration (CCR)
PPIRS Report Cards (PPIRS-RC)
Excluded Parties List System (EPLS)

Details of Selected Extended System Source

Central Contractor Registration (CCR)

- Question: Does your business or organization (represented by the DUNS number on this specific CCR record) have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?
  ***Contractor Response: **NO RESPONSE** - Contractor has not responded to this question as yet, and so no information is available until they do so. All contractors are required to respond to this question upon renewal of their CCR Account, which they must do each year.

PPIRS Report Cards (PPIRS-RC)

*** No PPIRS Report Cards (PPIRS-RC) records were found for DUNS 966908704.

Excluded Parties List System (EPLS)

*** No matching Excluded Parties List System (EPLS) records were found based on the search criteria information we have. You may want to search EPLS directly at https://www.epls.gov/ and use the 'Advanced Search' option to locate the entity of interest.

PPIRS, Version : 2.2.12, Build Date : 02/09/2012 14:25:12

Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)
DUNS: 966908704
Certification Validity:
From: 09/08/2011 12:54:22 PM (EST)
To: 09/08/2012 12:54:22 PM (EST)

By submitting this certification, I, **Jennifer Mueller**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-5	Certification Regarding Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)
52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification

RE: Performance Institute
Joshua Watkins to: Huber, Deborah 03/23/2012 07:53 AM
Cc: "Fort, Lynn", James Tessitore

From: Joshua Watkins/NBC/OS/DOI
To: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>, James Tessitore/NBC/OS/DOI@DOI

Good Morning,

Excellent. I will then proceed with creating the modification for PI to sign.

Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Huber, Deborah" Hi Joshua. Looks good to us! Thanks. 03/23/2012 07:35:06 AM

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Date: 03/23/2012 07:35 AM
Subject: RE: Performance Institute

Hi Joshua.

Looks good to us! Thanks.
De

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, March 22, 2012 8:32 AM
To: Fort, Lynn; Huber, Deborah
Cc: james.tessitore@aqd.nbc.gov
Subject: Performance Institute

Good Morning,

I have attached the Performance Institutes latest revised request. It now falls under the currently funded amount.

Please take a look, and provide us with your concurrence or your comments. We will then finish drafting the modification for PI to sign if you concur.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov 03/20/2012 08:58 PM

Cc: "james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Good Evening Joshua,

I hope this note finds you well. I have revised the quote, as requested, but came in slightly lower than the original budget (due to the allocation of hours). Please review and contact me if you have any questions. Otherwise, I look forward to hearing back from you regarding next steps in the Modification process.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 20, 2012 1:33 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

I have attached a Government response to your updated project plan.

Please review and contact us if you have any questions.

Respectfully,

Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" < melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 03/08/2012 12:39 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Joshua,

I hope this note finds you well. Thank you for the opportunity for the Performance Institute to propose a contract modification to D11PS19004. Attached, you will find the Performance Institute's answers to the Government's questions. In addition, you will find a revised project plan which corresponds to the aforementioned answers. Please contact me with any questions.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 06, 2012 1:53 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon,

Attached is the Government Response with comments and questions based on your 02/27/2012 submittal.

If you have any questions, please feel free to let Jim or myself know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" < melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 02/27/2012 01:48 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

Attached is the revised Project Plan with an updated Cost Schedule. Please review and contact me with any questions.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

Would it be possible to also get an updated cost schedule similar to in your original proposal? We would like to see the total cost including work performed to date for comparison purposes.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <
melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>
Date: 02/27/2012 12:44 PM
Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

I hope this note finds you well and you had a nice weekend. I have attached an updated Project Plan/Schedule for Contract# D11PS19004 for your review and hopeful approval. In addition, I have attached the resume of Maria Cvitkovic as additional support on the contract. Please review both and contact me with any questions. Otherwise, I look forward to hearing back from you in the near future regarding next steps.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "030812_Q&A_ModExtension.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_030812.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

PI_NRC_UpdateProjectPlanV2_032012.pdf

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Joshua Watkins to: Mueller, Jennifer 03/20/2012 01:32 PM

Cc: "james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

From: Joshua Watkins/NBC/OS/DOI
To: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Good Afternoon Jennifer,

I have attached a Government response to your updated project plan.

D11PD19004- Revised Realignment Comments.pdf

Please review and contact us if you have any questions.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Mueller, Jennifer" Good Afternoon Joshua, I hope this note finds y... 03/08/2012 12:39:41 PM

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 03/08/2012 12:39 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Joshua,

I hope this note finds you well. Thank you for the opportunity for the Performance Institute to propose a contract modification to D11PS19004. Attached, you will find the Performance Institute's answers to the Government's questions. In addition, you will find a revised project plan which corresponds to the aforementioned answers. Please contact me with any questions.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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Sent: Tuesday, March 06, 2012 1:53 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon,

Attached is the Government Response with comments and questions based on your 02/27/2012 submittal.

If you have any questions, please feel free to let Jim or myself know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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US Department of the Interior
National Business Center
www.aqd.nbc.gov

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From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 02/27/2012 01:48 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

Attached is the revised Project Plan with an updated Cost Schedule. Please review and contact me with any questions.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

Would it be possible to also get an updated cost schedule similar to in your original proposal? We would like to see the total cost including work performed to date for comparison purposes.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
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Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>
Date: 02/27/2012 12:44 PM
Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

I hope this note finds you well and you had a nice weekend. I have attached an updated Project Plan/Schedule for Contract# D11PS19004 for your review and hopeful approval. In addition, I have attached the resume of Maria Cvitkovic as additional support on the contract. Please review both and contact me with any questions. Otherwise, I look forward to hearing back from you in the near future regarding next steps.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "030812_Q&A_ModExtension.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_030812.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

ACQUISITION SERVICES DIRECTORATE

NBC

March 20, 2012

Jennifer Mueller
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Ms. Mueller,

This letter provides you with the Government response to The Performance Institute's revised task order modification request for Facilitation Support to Update the NRC-OIG FY 2008 – 2013 Strategic Plan (D11PD19004) of March 08, 2012.

Your revised modification request of March 08, 2012 totals $40,213.58. The total cost incurred to date, including the recently received February invoice for $5,459.89, is $15,416.16. This gives a total estimated cost of the project of $55,629.74, which is above the currently funded amount of $50,423.69.

The Government requests a revised price quote based on the currently funded amount of $50,423.69.

Please feel free to contact me at James.Tessitore@aqd.nbc.gov, or the Contract Specialist Joshua Watkins at Joshua.Watkins@aqd.nbc.gov, with any questions or concerns. The Government requests a response by March 22, 2012 or earlier if possible..

Sincerely,

James Tessitore
Contracting Officer

for
Melissa Onyszko
Contracting Officer

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 03/15/2012 06:28 AM
Subject: RE: Performance Institute Invoice Question

Good morning, Joshua.

Sorry I didn't respond yesterday, I've been out sick all week.

We received a February invoice from PI late last week (copy attached). (b) [redacted] last week and since I'm just back, we (6) haven't had a chance to discuss it yet.

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Wednesday, March 14, 2012 3:33 PM
To: Fort, Lynn
Cc: james.tessitore@aqd.nbc.gov; Huber, Deborah
Subject: Performance Institute Invoice Question

Good Afternoon,

I am putting together the documentation and modification itself. Have you seen an invoice for February? Are we expecting any hours worked in February?

With Thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

[attachment "NRC_OIG_February_2012_Hours[1].docx" deleted by Joshua Watkins/NBC/OS/DOI]

RE: Performance Institute Invoice Question

Joshua Watkins to: Joshua Watkins 03/15/2012 08:54 AM
Cc: "Fort, Lynn", "james.tessitore@aqd.nbc.gov", "Huber, Deborah"

From: Joshua Watkins/NBC/OS/DOI
To: Joshua Watkins/NBC/OS/DOI@DOI
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>

For to include the attachment.

Totals.xls

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Joshua Watkins Good Morning, The Invoice will effect the modifi... 03/15/2012 08:48:49 AM

From: Joshua Watkins/NBC/OS/DOI
To: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 03/15/2012 08:48 AM
Subject: RE: Performance Institute Invoice Question

Good Morning,

The Invoice will effect the modification. Total Invoiced to date with the most recent invoice is $15,416.16. PI's proposal from March onward is for $40,213.58. Together the total is $55,629.74, which is more than the $50,423.69 currently on the contract. In addition, when viewing the hours with the latest invoice. The total hours for the Executive Management Consultant position actually increase from 157 hours to 163 (48 hours to date plus the proposed 115 hours), plus the hours for the Researcher/Consultant. (Note while the proposal gives total hours of 118, based on the individual days and the cost proposed the total hours in the proposal are 144.)

Please take a look at the spreadsheet I have provided

Could you give me and Jim a call so we can discuss our options.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Fort, Lynn" Good morning, Joshua. Sorry I didn't respond ye... 03/15/2012 06:28:59 AM

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 03/15/2012 06:28 AM
Subject: RE: Performance Institute Invoice Question

Good morning, Joshua.

Sorry I didn't respond yesterday, I've been out sick all week.

We received a February invoice from PI late last week (copy attached). Deb was out of the office in training last week and since I'm just back, we haven't had a chance to discuss it yet.

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Wednesday, March 14, 2012 3:33 PM
To: Fort, Lynn
Cc: james.tessitore@aqd.nbc.gov; Huber, Deborah
Subject: Performance Institute Invoice Question

Good Afternoon,

I am putting together the documentation and modification itself Have you seen an invoice for February? Are we expecting any hours worked in February?

With Thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior

National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey [attachment "NRC_OIG_February_2012_Hours[1].docx" deleted by Joshua Watkins/NBC/OS/DOI]

	Rate	Hours to Date	Hours Proposed	Total Hours	Total Cost
Executive	**$321.17**	**48**	**115**	**163**	**$52,350.71**
Researcher	**$113.07**	**0**	**29**	**29**	**$3,279.03**
			Grand Total	**192**	**$55,629.74**

To date:

Invoice PoP	Invoice Approved	Executive Hours	Executive $
Oct	12/22/2011	12	$3,854.04
Nov	1/10/2012	14	$4,496.38
Jan	3/2/2012	5	$1,605.85
Feb		17	$5,459.89
	Total to date	48	$15,416.16

Mod 1 Proposal

	Cat	Hours	$	Cat	Hours	$
2-Mar	Executive	18	$5,781.06	Research		$0.00
7-Mar	Executive	5	$1,605.85	Research	4	$452.28
30-Mar	Executive	38	$12,204.46	Research	12	$1,356.84
5-Apr	Executive	5	$1,605.85	Research	5	$565.35
15-Apr	Executive	20	$6,423.40	Research	5	$565.35
2-May	Executive	25	$8,029.25	Research		$0.00
13-May	Executive	4	$1,284.68	Research	3	$339.21
	Total	115	$36,934.55		29	$3,279.03

	Hours	$$
Mod 2 Grand Total	144	$40,213.58

RE: Revised PI response on NRC OIG Order Number - D11PD19004
Huber, Deborah
to:
Joshua.Watkins@aqd.nbc.gov
03/13/2012 10:28 AM
Hide Details
From: "Huber, Deborah"

To: "Joshua.Watkins@aqd.nbc.gov"

Thanks, Joshua.

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 13, 2012 10:13 AM
To: Huber, Deborah
Cc: Fort, Lynn; james.tessitore@aqd.nbc.gov
Subject: RE: Revised PI response on NRC OIG Order Number - D11PD19004

Good Morning,

Thank you for the concurrence. I will begin crafting the mod to get this to PI then as soon as possible. As soon as the mod is completed I will give you a fully executed copy for your records.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Date: 03/12/2012 02:53 PM
Subject: RE: Revised PI response on NRC OIG Order Number - D11PD19004

Josh,

This looks good to us. Thanks for all your support and to PI for the revisions and explanatory notes.

Deb

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, March 08, 2012 3:20 PM
To: Huber, Deborah
Cc: Fort, Lynn; james.tessitore@aqd.nbc.gov
Subject: Revised PI response on NRC OIG Order Number - D11PD19004

Good Afternoon,

We have received the revised response from the Performance Institute. They have provided answers to our comments and questions as well as a revised request.

Please review the revised proposal and provide us with your concurrence or additional comments to give back to PI. If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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RE: Revised PI response on NRC OIG Order Number - D11PD19004

Huber, Deborah to: Joshua.Watkins@aqd.nbc.gov 03/12/2012 02:53 PM

Cc: "Fort, Lynn"

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
History:	This message has been replied to.

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Sent: Thursday, March 08, 2012 3:20 PM
To: Huber, Deborah
Cc: Fort, Lynn; james.tessitore@aqd.nbc.gov
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US Department of the Interior
National Business Center
www.aqd.nbc.gov

Revised PI response on NRC OIG Order Number - D11PD19004

Joshua Watkins to: Huber, Deborah 03/08/2012 03:19 PM

Cc: "Fort, Lynn", James Tessitore

From: Joshua Watkins/NBC/OS/DOI

To: "Huber, Deborah" <Deborah.Huber@nrc.gov>

Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>, James Tessitore/NBC/OS/DOI@DOI

Good Afternoon,

We have received the revised response from the Performance Institute. They have provided answers to our comments and questions as well as a revised request.

PI_NRC_UpdateProjectPlan_030812.pdf 030812_Q&A_ModExtension.pdf

Please review the revised proposal and provide us with your concurrence or additional comments to give back to PI. If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov 03/08/2012 12:39 PM

Cc: "james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Good Afternoon Joshua,

I hope this note finds you well. Thank you for the opportunity for the Performance Institute to propose a contract modification to D11PS19004. Attached, you will find the Performance Institute's answers to the Government's questions. In addition, you will find a revised project plan which corresponds to the aforementioned answers. Please contact me with any questions.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted] (b) (6) NRC
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 06, 2012 1:53 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon,

Attached is the Government Response with comments and questions based on your 02/27/2012 submittal.

If you have any questions, please feel free to let Jim or myself know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
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To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 02/27/2012 01:48 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

Attached is the revised Project Plan with an updated Cost Schedule. Please review and contact me with any questions.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

Would it be possible to also get an updated cost schedule similar to in your original proposal? We would like to see the total cost including work performed to date for comparison purposes.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>
Date: 02/27/2012 12:44 PM
Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

I hope this note finds you well and you had a nice weekend. I have attached an updated Project Plan/Schedule for Contract# D11PS19004 for your review and hopeful approval. In addition, I have attached the resume of Maria Cvitkovic as additional support on the contract. Please review both and contact me with any questions.

Otherwise, I look forward to hearing back from you in the near future regarding next steps.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
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Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] 030812_Q&A_ModExtension.pdf

PI_NRC_UpdateProjectPlan_030812.pdf

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Joshua Watkins to: Mueller, Jennifer 03/07/2012 02:28 PM
Cc: James Tessitore

From:	Joshua Watkins/NBC/OS/DOI
To:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
Cc:	James Tessitore/NBC/OS/DOI@DOI

Good Afternoon,

That would be acceptable.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Mueller, Jennifer" Good Afternoon Joshua, I hope all is well I was... 03/07/2012 02:22 12 PM

From:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date:	03/07/2012 02:22 PM
Subject:	Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Joshua,

I hope all is well. I was on travel all day yesterday and just wrapped up with a Client this afternoon (traveling tonight). May I have an extension through COB tomorrow for our response?

Thank you,
Jennifer

Jennifer Mueller
Vice President, Consulting Services
The Performance Institute

On Mar 6, 2012, at 1:53 PM, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov> wrote:

Good Afternoon,

Attached is the Government Response with comments and questions based on your 02/27/2012 submittal.

If you have any questions, please feel free to let Jim or myself know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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Joshua.Watkins@aqd.nbc.gov
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From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
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Date: 02/27/2012 01:48 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

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Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

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805 15th Street, NW
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Cell: (b) (6) NRC [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

Would it be possible to also get an updated cost schedule similar to in your original proposal? We would like to see the total cost including work performed to date for comparison purposes.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>
Date: 02/27/2012 12:44 PM
Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

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Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
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Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI]
<D11PD19004- Realignment Request Comments.pdf>

RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Joshua Watkins to: Mueller, Jennifer 03/06/2012 01:53 PM

Cc: "james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

From: Joshua Watkins/NBC/OS/DOI

To: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Good Afternoon,

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D11PD19004- Realignment Request Comments.pdf

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Respectfully,
Joshua

Joshua Watkins
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"Mueller, Jennifer" Hi Joshua, Attached is the revised Project Plan... 02/27/2012 01:48:37 PM

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Date: 02/27/2012 01:48 PM
Subject: RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

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Vice President, Consulting Services

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Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

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Joshua Watkins
Contract Specialist

Acquisition Services Directorate

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To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>

Date: 02/27/2012 12:44 PM

Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

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Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
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Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] [attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI]

ACQUISITION SERVICES DIRECTORATE

NBC

March 06, 2012

Jennifer Mueller
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Ms. Mueller,

This letter provides you with the Government response to The Performance Institute's task order modification request for Facilitation Support to Update the NRC-OIG FY 2008 – 2013 Strategic Plan (D11PD19004) of February 27, 2012.

See the following comments.

1. TECHNICAL:

- In task number 5, The Performance Institute is proposing 20 Executive Management Consultant hours and 5 Researcher/Consultant hours to "send the draft to OIG stakeholders" for review and comment. The Government never intended that The Performance Institute perform this task. OIG will send the draft to its stakeholders for review and comment.

- In task number 7, The Performance Institute is proposing 4 Executive Management Consultant hours and 3 Researcher/Consultant hours to wrap-up the session. Please explain what tasks will be performed to "wrap-up the session?"

- In an email dated February 24, 2012, Mr. Jon Desenberg proposed that the project end on May 25, 2012. This is different from the task order modification proposed end date of May 15, 2012. Which is the correct end date?

2. PROPOSED PERSONNEL:

- It is not clear to the Government as to why the labor category of Researcher/Consultant was chosen instead of Technical Writer/Consultant. The Government is under the impression that the additional tasks to be performed under the task order are to: (1) take notes at the last facilitation session, and (2) support The Performance Institute in producing a draft strategic plan in Microsoft Word.

3. PROPOSED LABOR RATES:

- In the Award Document, the Executive Management Consultant was listed at an hourly rate of $321.17, which included a 15% discount from the GSA schedule. With the task order modification request the new hourly rate is proposed at $334.02 with the same 15% discount applied with the current GSA rates. The Government feels that the rate should remain the same rate of $321.17 for the Executive Management Consultant as it was the agreed to rate in the contract and this modification is a labor realignment to get the project back on schedule as opposed to adding new work for the Executive Management Consultant position.

- As the position of Researcher/Consultant is being added to the contract, the Government accepts the use of current rates. However, the Government would like more information regarding why the Researcher/Consultant category is being used, as opposed to the Technical Writer/Consultant labor category, as mentioned previously.

- As an additional request, the Government would like The Performance Institute to consider giving and additional discount for the new labor category above the 15% offered. The Government feels this is justified due to the contract not having gone as smoothly as anticipated, including lacking required deliverables from the Statement of Work.

If you have any questions, please feel free to contact me at James.Tessitore@aqd.nbc.gov, or the Contract Specialist Joshua Watkins at Joshua.Watkins@aqd.nbc.gov, with any questions or concerns. A written response to the Government's questions and concerns (as well as a revised technical and price quote as necessary) should be submitted by 11 AM on Thursday March 8, 2012. Early submittal is encouraged to ensure a timely modification to the task order.

Sincerely,

James Tessitore
Contracting Officer

for
Melissa Onyszko
Contracting Officer

FW: PI response on NRC OIG Order Number - D11PD19004
Huber, Deborah to: Joshua.Watkins@aqd.nbc.gov 03/06/2012 01:02 PM
Cc: "Fort, Lynn"

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>

Hi Josh,

I've made a few minor suggestions for your consideration. Let us know if you need anything else.

Thank you for your support in getting this contract on track!

Deb

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 06, 2012 11:30 AM
To: Huber, Deborah; Fort, Lynn
Cc: james.tessitore@aqd.nbc.gov
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Good Morning,

I have attached the draft of the response we are intending to give to PI today. We are asking that they respond to us by 11 am on March 8th although we are encouraging an early submittal.

Please take a quick look over the letter and let us know if you find any issues, otherwise we are intending to send it over by about 2 PM today.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Date: 03/05/2012 04:30 PM
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Hi Josh.

Hope you're feeling better!

We do have some add'l comments re: PI's submission. They are as follows:

First of all, it's not clear to us as to why PI chose the labor category of Researcher/Consultant. We were under the impression that the add'l tasks to be performed are to (1) take notes at the last facilitation session and (2) support PI in producing a draft strategic plan in Microsoft Word. Perhaps, PI doesn't have a technical writer/consultant available?

In task number 5, PI is proposing 20 executive mgmt hrs and 5 researcher/consultant hrs to send the draft to our stakeholders for review and comment. OIG never intended that PI perform this task. OIG will send the draft to its stakeholders for review and comment.

In task number 7, PI is proposing 4 Executive Mgmt hrs and 3 Researcher Consultant hrs to wrap-up the session. Could PI explain what tasks will be performed to "wrap-up the session?"

In a 2/24 email Jon proposed that the project end on May 25th vs. May 13. Which dates are they more comfortable with?

Thank you,
Deb Huber

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, March 05, 2012 1:56 PM
To: Huber, Deborah
Cc: Fort, Lynn; james.tessitore@aqd.nbc.gov
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Good Afternoon,

I apologize, I have been out sick the last few days and have not had a chance to touch base with you. I have a couple questions regarding the task order modification request.

1) Have you had a chance to look at the rest of the proposal for the modification?If so, are there any other concerns aside from the rate issues?
2) Has a date been determined for the final session? I believe when last we talked a date had not been determined.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date: 02/28/2012 03:33 PM
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Thanks for your response, Josh. We are still reviewing the tasks. We'll be back in touch shortly.

Deb

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, February 28, 2012 3:31 PM
To: Huber, Deborah
Cc: James.Tessitore@aqd.nbc.gov; Fort, Lynn
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Good Afternoon,

We believe that we should ask for the $321.17 rate for Jon's hours as that is what was agreed to in the contract. They will probably point out that due to the delay of award the rate was not current at time of award, but regardless that is what we agreed to and signed. For the additional person the new current rates would make sense, as it is a modification to "add" that work at the current rate.

As far as asking for an additional discount, probably not, as it is already 15% less that their GSA schedule, and on their last year rates. We can always ask but believe the response will be that using last years rates count as an additional discount already. That being said, we would like to ask what amount of time do you estimate would have been spent in labor on the milestones and the 3 missed reports. Example if it is one hour each missed activity, we would request a reduction from the original quote of 4 hours at the $321.17 rate since that work will not be done. Once the total is then determined we can then make a better determination on the fairness of this new alignment.

Outside of the rates issue, are their any other concerns you have with their proposal? We want to make sure we go back to them with everything at one time to resolve all issues at once.

Once we get your hour estimate for the lost work and any other concerns you may have we will draft a response to PI.

With Thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "James.Tessitore@aqd.nbc.gov" <James.Tessitore@aqd.nbc.gov>, "Fort, Lynn" <Lynn.Fort@nrc.gov>
Date: 02/28/2012 11:12 AM
Subject: RE: PI response on NRC OIG Order Number - D11PD19004

Hi Josh.

We have a question regarding PI's proposal.

PI's revised cost schedule includes an increase in the labor rates. PI's original bid was at an hourly rate of $321.17 which included a 15% discount. The new hourly rate is proposed at $334.02 with the same 15% discount applied. Doesn't PI have to at least honor the $321.17 rate? Also, since this contract has gone as smoothly as anticipated – to include lacking required deliverables – can we ask for an additional discount?

Thank you,
Deb Huber
415-5978/5930

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 2:54 PM
To: Huber, Deborah; Fort, Lynn
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov
Subject: PI response on NRC OIG Order Number – D11PD19004

Good Afternoon,

I have attached the Performance Institute's response to our meeting and letter regarding performance issues.

Please review their revised Project Plan and provide concurrence or questions and concerns for us to go back to PI with.

With Thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

D11PD19004- Realignment Request Comments.doc

RE: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov 02/27/2012 01:48 PM

Cc: "james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Stempien, Nicole"

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Hi Joshua,

Attached is the revised Project Plan with an updated Cost Schedule. Please review and contact me with any questions.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Monday, February 27, 2012 1:30 PM
To: Mueller, Jennifer
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov; Stempien, Nicole
Subject: Re: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Good Afternoon Jennifer,

Would it be possible to also get an updated cost schedule similar to in your original proposal? We would like to see the total cost including work performed to date for comparison purposes.

With thanks,
Joshua

Joshua Watkins

Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc:. "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <
melissa.onyszko@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>

Date: 02/27/2012 12:44 PM

Subject: The Performance Institute - Updated Project Plan for Contract# D11PS19004

Hi Joshua,

I hope this note finds you well and you had a nice weekend. I have attached an updated Project Plan/Schedule for Contract# D11PS19004 for your review and hopeful approval. In addition, I have attached the resume of Maria Cvitkovic as additional support on the contract. Please review both and contact me with any questions. Otherwise, I look forward to hearing back from you in the near future regarding next steps.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

[attachment "PI_NRC_UpdateProjectPlan_022712.pdf" deleted by Joshua Watkins/NBC/OS/DOI] [attachment

"Maria Cvitkova.doc" deleted by Joshua Watkins/NBC/OS/DOI] PI_NRC_UpdateProjectPlan_022712.pdf

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

(b) (3) 41 U.S.C. 4702 NRC

[redacted]

Conference Call - Discuss Government Concerns on Task Order D11PD19004

Thu 02/23/2012 1:30 PM - 2:30 PM

Attendance is **required** for Joshua Watkins
Chair: **nicole.stempien@performanceinstitute.org**
No Location Information

Required:	Deborah.Huber@nrc.gov, James Tessitore/NBC/OS/DOI, jennifer.mueller@performanceinstitute.org, jon.desenberg@performanceinstitute.org, Lynn.Fort@nrc.gov, Melissa Onyszko/NBC/OS/DOI, Joshua Watkins/NBC/OS/DOI
Time zones:	This entry was created in a different time zone. The time in that time zone is: Thu 02/23/2012 12:30 PM CST - 1:30 PM CST

Description

Conference Call
Date - February 23rd
Time - 1:30pm ET

Toll-free dial-in number
Dial-In: 866-303-9443
Passcode: [redacted]

Personal Notes

RE: Government Concerns on Task Order D11PD19004

Joshua Watkins to: Stempien, Nicole 02/22/2012 04:27 PM

"Deborah.Huber@nrc.gov", "james.tessitore@aqd.nbc.gov",
Cc: "Mueller, Jennifer", "Desenberg, Jon", "Lynn.Fort@nrc.gov",
"melissa.onyszko@aqd.nbc.gov"

From: Joshua Watkins/NBC/OS/DOI
To: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
Cc: "Deborah.Huber@nrc.gov" <Deborah.Huber@nrc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "Desenberg, Jon"

Good Afternoon Nicole,

Yes we are available for a 1:30 pm conference call tomorrow. We will call in to the number you have provided.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Stempien, Nicole" Hi Joshua, Are you available for a 1:30pm conf... 02/22/2012 04:05:39 PM

From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Lynn.Fort@nrc.gov" <Lynn.Fort@nrc.gov>, "Deborah.Huber@nrc.gov" <Deborah.Huber@nrc.gov>
Date: 02/22/2012 04:05 PM
Subject: RE: Government Concerns on Task Order D11PD19004

Hi Joshua,

Are you available for a 1:30pm conference call tomorrow? Below is our conference call-in number to use.

Toll-free dial-in number
Dial-In: 866-303-9443
Passcode: [redacted] (b) (6) NRC

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Wednesday, February 22, 2012 2:45 PM
To: Desenberg, Jon
Cc: james.tessitore@aqd.nbc.gov; Mueller, Jennifer; Stempien, Nicole; melissa.onyszko@aqd.nbc.gov; Lynn.Fort@nrc.gov; Deborah.Huber@nrc.gov
Subject: RE: Government Concerns on Task Order D11PD19004

Good Afternoon,

Would it be possible to set up a conference call to discuss our letter? We would like a contract representative available for the call as well. We would be able to set up a conference call tomorrow after you let us know your availability.

With Thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
Date: 02/21/2012 02:49 PM
Subject: RE: Government Concerns on Task Order D11PD19004

Good Afternoon,

We have received the letter regarding concerns over this Task Order. Jon is cc'd on this email and will be following up regarding this matter. We hope to have these issues resolved as soon as possible

Thank you,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, February 21, 2012 10:18 AM
To: Mueller, Jennifer; Stempien, Nicole
Cc: james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov
Subject: Government Concerns on Task Order D11PD19004

Good Morning,

Please see the attached letter regarding the Government's concerns over the task order for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan (D11PD19004).

If you have any questions, please feel free to contact Jim or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Performance Institute Contract
Huber, Deborah
to:
James.Tessitore@aqd.nbc.gov, Joshua.Watkins@aqd.nbc.gov
02/22/2012 02:17 PM
Cc:
"melissa.onyszko@aqd.nbc.gov", "Fort, Lynn"
Hide Details
From: "Huber, Deborah"

To: "James.Tessitore@aqd.nbc.gov" , "Joshua.Watkins@aqd.nbc.gov"

Cc: "melissa.onyszko@aqd.nbc.gov" , "Fort, Lynn"

Good afternoon Jim and Joshua.

Thank you for your support. We appreciate your help in resolving this matter with the Performance Institute (PI).

As a result of the letter that you sent to Ms. Jennifer Mueller and Ms. Nicole Stempien, Jon Desenberg called yesterday afternoon to discuss the issues as presented. We have not spoken with him as of yet. It is our opinion that more than a phone call with Jon is needed to resolve the issues at hand.

Thus, we're requesting a meeting with Jon, and the next level of PI's management which we believe is Executive Director, Ted Knicker. http://www.performanceweb.org/vision/staff

Thanks – looking forward to discussing the matter with you at 3:00pm.

Deb

Government Concerns on Task Order D11PD19004

Joshua Watkins to: jennifer.mueller, nicole.stempien 02/21/2012 11:17 AM
Cc: James Tessitore, Melissa Onyszko
Bcc: Lynn.Fort, Deborah.Huber

From: Joshua Watkins/NBC/OS/DOI
To: jennifer.mueller@performanceinstitute.org, nicole.stempien@performanceinstitute.org
Cc: James Tessitore/NBC/OS/DOI@DOI, Melissa Onyszko/NBC/OS/DOI@DOI
Bcc: Lynn.Fort@nrc.gov, Deborah.Huber@nrc.gov

Good Morning,

Please see the attached letter regarding the Government's concerns over the task order for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan (D11PD19004).

OIG Strategic Plan -Letter -2012.02.21.pdf

If you have any questions, please feel free to contact Jim or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

ACQUISITION
SERVICES DIRECTORATE

NBC

Jennifer Mueller
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Ms. Mueller,

The Government has several concerns regarding the task order for Facilitation Support to Update the NRC-OIG FY 2008 – 2013 Strategic Plan (D11PD19004).

Task 1: Kickoff Meeting

Section 4 of the statement of work states that at the "kick off" meeting, the contractor and NRC/OIG staffs were to discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks. In an email sent December 29, 2011 to Mr. Jon Desenberg NRC requested that he establish milestone dates for completing all remaining tasks per the terms of the contract.

As of Friday, January 20, 2012, the NRC/OIG still hadn't received the draft project milestone schedule as required by the contract. Thus, the NRC/OIG drafted their own milestone schedule and sent an e-mail to the contractor that day requesting that the Performance Institute review and concur on the proposed dates. The NRC/OIG sent another e-mail on Tuesday, January 24th requesting that the contractor review the milestone dates. The Performance Institute replied that morning concurring with the proposed dates.

Task 2: Facilitation Session Summary Report

Section 4 of the second task of the statement of work stated that within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved.

The Government has not received any reports from the contractor and is concerned by the lack of this required deliverable from the statement of work.

General Performance Issues:

The Government feels that while Mr. Jon Desenberg has the requisite background and is extremely capable of getting the job done, it appears that the contractor lacks the time and focus to properly execute the requirements of this contract.

An email was sent to Mr. Jon Desenberg on December 29, 2011 that citied some noted deficiencies. Mr. Desenberg was quick to respond stating that the end of the year was particularly bad for him (i.e. his schedule) and that he very much wanted to put things in order to start the New Year. However, it appears that this is still an issue.

An example of this can be found in the last facilitation session was held on February 9, 2012. To prepare for that discussion, the Performance Institute tasked the OIG strategic planning teams in advance to update the OIG's strategies and action items. When the teams completed the work, it was sent to the Performance Institute for review in advance of the session. However, when the facilitation session began on February 9th, it did not appear that the contractor was prepared to discuss the work. A third of the allotted time was spent on a tangential subject that appeared not germane to the task at hand. The NRC/OIG redirected the contractor's focus at the break in order to discuss the work that had been performed by the teams. To do this, the NRC/OIG provided Mr. Desenberg with an electronic copy of the teams' work so it could be projected on the monitors - even though it had been provided to him previously and in advance of the session.

The Government feels that Mr. Desenberg is extremely knowledgeable, and the "perfect pick" to perform this work. He is articulate; can handle group controversy, and is well schooled in the art of strategic planning. In addition, he is familiar with the mission of the agency. However, unless the NRC/OIG becomes a more focused priority, this project is in jeopardy, and the NRC/OIG will continue to receive only a fraction of Mr. Desenberg's knowledge and expertise.

Respectfully,

2-21-12

James Tessitore
Contracting Officer

for
Melissa Onyszko
Contracting Officer

RE: Performance Institute
Fort, Lynn
to:
'Joshua.Watkins@aqd.nbc.gov'
02/21/2012 10:42 AM
Cc:
"Huber, Deborah", "James.tessitore@acq.nbc.gov"
Hide Details
From: "Fort, Lynn"

To: "'Joshua.Watkins@aqd.nbc.gov'"

Cc: "Huber, Deborah" , "James.tessitore@acq.nbc.gov"

Good morning, Joshua.

The letter looks good, thanks. Let us know if you need anything else.

Enjoy your day,
Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, February 21, 2012 9:34 AM
To: Fort, Lynn
Cc: Huber, Deborah; James.tessitore@acq.nbc.gov
Subject: RE: Performance Institute

Good Morning,

I have attached the letter we will be sending to Performance Institute today. Please take a quick look at it before we send it out to make sure that it is accurate and all major points have been addressed.

If you have any questions, please feel free to contact Jim or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "James.tessitore@acq.nbc.gov" <James.tessitore@acq.nbc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 02/17/2012 10:13 AM
Subject: RE: Performance Institute

Hi, Joshua and Jim.

What are our next steps?

Lynn

From: Huber, Deborah
Sent: Tuesday, February 14, 2012 12:51 PM
To: James.tessitore@acq.nbc.gov; Joshua.Watkins@aqd.nbc.gov
Cc: Fort, Lynn
Subject: Performance Institute

Good afternoon, Joshua and Jim.

Attached is an e-mail that was sent to Mr. Jon Desenberg on December 29, 2011 that cites some noted deficiencies.

Jon was quick to respond stating that the end of the year was particularly bad for him *(i.e. his schedule)* and that he very much wanted to put things in order to start the New Year.

However, by Friday, January 20, 2012, the NRC/OIG still hadn't received the draft project milestone schedule as required by the contract. Thus, the NRC/OIG drafted their own milestone schedule and sent an e-mail to the contractor that day requesting that PI review and concur on the proposed dates.

The NRC/OIG sent another e-mail again on Tuesday, January 24th requesting that the contractor review the milestone dates. PI replied that morning concurring with the proposed dates.

While Mr. Jon Desenberg has the requisite background and is extremely capable of getting the job done, it appears that the contractor lacks the time and focus to properly execute the requirements of this contract.

For example, the last facilitation session was held on February 9, 2012. To prepare for that discussion, PI tasked the OIG strategic planning teams in advance to update the OIG's strategies and action items. When the teams completed the work, it was sent to PI for review in advance of the session.

However, when the facilitation session began on February 9th, it did not appear that the contractor was prepared to discuss the work. A third of the allotted time was spent on a tangential subject that appeared not germane to the task at hand. The NRC/OIG redirected the contractor's focus at the break in order to discuss the work that had been performed by the teams. To do this, the NRC/OIG provided Mr. Desenberg with an electronic copy of the teams' work so it could be projected on the monitors - even though it had been provided to him previously and in advance of the session.

Bottom line: Mr. Desenberg is extremely knowledgeable, and the "perfect pick" to perform this work. He is articulate; can handle group controversy, and is well schooled in the art of strategic planning. In addition, he is familiar with the mission of the agency. However, unless the NRC/OIG becomes a more focused priority, this project is in jeopardy, and the NRC/OIG will continue to receive only a fraction of Mr. Desenberg's knowledge and expertise.

Thank you for your support.

Fw: Performance Institute
Joshua Watkins to: James Tessitore 02/14/2012 01:21 PM

From: Joshua Watkins/NBC/OS/DOI
To: James Tessitore/NBC/OS/DOI@DOI

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey
----- Forwarded by Joshua Watkins/NBC/OS/DOI on 02/14/2012 01:21 PM -----

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"James.tessitore@acq.nbc.gov" <James.tessitore@acq.nbc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
Date:	02/14/2012 12:51 PM
Subject:	Performance Institute

Invoices - inaccurate, incomplete

Good afternoon, Joshua and Jim.

Attached is an e-mail that was sent to Mr. Jon Desenberg on December 29, 2011 that cites some noted deficiencies.

Jon was quick to respond stating that the end of the year was particularly bad for him *(i.e. his schedule)* and that he very much wanted to put things in order to start the New Year.

However, by Friday, January 20, 2012, the NRC/OIG still hadn't received the draft project milestone schedule as required by the contract. Thus, the NRC/OIG drafted their own milestone schedule and sent an e-mail to the contractor that day requesting that PI review and concur on the proposed dates.

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While Mr. Jon Desenberg has the requisite background and is extremely capable of getting the job done, it appears that the contractor lacks the time and focus to properly execute the requirements of this contract.

For example, the last facilitation session was held on February 9, 2012. To prepare for that discussion, PI tasked the OIG strategic planning teams in advance to update the OIG's strategies and action items. When the teams completed the work, it was sent to PI for review in advance of the session.

- Not prepared 2/9
- 4 Sessions, Not getting reports, not capturing Task 2

However, when the facilitation session began on February 9th, it did not appear that the contractor was prepared to discuss the work. A third of the allotted time was spent on a tangential subject that appeared not germane to the task at hand. The NRC/OIG redirected the contractor's focus at the break in order to discuss the work that had been performed by the teams. To do this, the NRC/OIG provided Mr. Desenberg with an electronic copy of the teams' work so it could be projected on the monitors - even though it had been provided to him previously and in advance of the session.

Bottom line: Mr. Desenberg is extremely knowledgeable, and the "perfect pick" to perform this work. He is articulate; can handle group controversy, and is well schooled in the art of strategic planning. In addition, he is familiar with the mission of the agency. However, unless the NRC/OIG becomes a more focused priority, this project is in jeopardy, and the NRC/OIG will continue to receive only a fraction of Mr. Desenberg's knowledge and expertise.

Thank you for your support.

12292011PIPerformance.docx

Good afternoon, Jon.

We hope that you and your family are enjoying the holiday.

Before we reconvene our strategic planning efforts in the new calendar year, we'd like to call your attention to some of the required tasks that are specified in our Statement of Work that are in need of attention and focus.

Specifically, we would like you to establish milestone dates for completing all remaining tasks per the terms of the contract. In addition, the facilitation session summary reports as specified in the SOW need to be completed and provided to the NRC/OIG within three days after each session. We also want to call your attention to the requirement that PI shall produce and deliver a Microsoft Word version of a draft and final draft strategic plan to the NRC/OIG before our contract ends. Currently, our contract is scheduled to terminate on March 1, 2012.

Please refer to the tasks below that are contained in our statement of work and final order for services.

4. TASKS

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan **to** include facilitation session objectives and **milestone dates for completing the tasks.**

2. **Facilitation Session Summary Report: Within about 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved.** The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Draft Strategic Plan: Contractor shall produce and deliver an electronic Microsoft Word version of the OIG draft strategic plan to the NRC OIG project officer by or around November 4, 2011, and a final draft strategic plan by or around December 16, 2011.**

Please let us know what your availability looks like after the holiday so that we can arrange for a conference call to address these oversights. Please reply by sending an email to all parties re: your availability.

Thank you, Jon.

Sent: 12/29/2011

Performance issues on contract NRC OIG Order Number – D11PD19004
Fort, Lynn
to:
Joshua.Watkins@aqd.nbc.gov
02/13/2012 02:22 PM
Cc:
"james.tessitore@aqd.nbc.gov", "melissa.onyszko@aqd.nbc.gov", "Huber, Deborah"
Hide Details
From: "Fort, Lynn"

To: "Joshua.Watkins@aqd.nbc.gov"

Cc: "james.tessitore@aqd.nbc.gov" , "melissa.onyszko@aqd.nbc.gov" , "Huber, Deborah"

Hi, Joshua.

We are having issues with performance on our contract with Performance Institute and would like to meet with them to discuss and develop plans for going forward. I'm out of the office in training through Wednesday, will you please call Deb Huber (301-415-5978) for details and to discuss the next steps we should take?

I will review emails when I'm on a break.

Thank you.

Lynn

RE: Performance Institute Invoice Question

Fort, Lynn to: 'Joshua.Watkins@aqd.nbc.gov' 03/20/2012 12:13 PM
Cc: "james.tessitore@aqd.nbc.gov", "Huber, Deborah"

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>

Hi, Joshua.

The letter looks fine. Thanks.

Lynn

-----Original Message-----
From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Tuesday, March 20, 2012 11:34 AM
To: Fort, Lynn; Huber, Deborah
Cc: james.tessitore@aqd.nbc.gov
Subject: RE: Performance Institute Invoice Question

Good Morning,

I have attached the draft letter to PI regarding our request for a revised price quote within the current funded amount.
(See attached file: D11PD19004- Revised Realignment Comments.doc)

We are intending to send this early this afternoon. If you could take a quick look and let us know if this is acceptable with you, we will then send it to PI.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: Joshua Watkins/NBC/OS/DOI
To: Joshua Watkins/NBC/OS/DOI@DOI
Cc: "Fort, Lynn" <Lynn.Fort@nrc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 03/15/2012 08:54 AM
Subject: RE: Performance Institute Invoice Question

For to include the attachment.
[attachment "Totals.xls" deleted by Joshua Watkins/NBC/OS/DOI]

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From:	Joshua Watkins/NBC/OS/DOI
To:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc:	"james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date:	03/15/2012 08:48 AM
Subject:	RE: Performance Institute Invoice Question

Good Morning,

The Invoice will effect the modification. Total Invoiced to date with the most recent invoice is $15,416.16. PI's proposal from March onward is for $40,213.58. Together the total is $55,629.74, which is more than the $50,423.69 currently on the contract. In addition, when viewing the hours with the latest invoice. The total hours for the Executive Management Consultant position actually increase from 157 hours to 163 (48 hours to date plus the proposed 115 hours), plus the hours for the Researcher/Consultant. (Note while the proposal gives total hours of 118, based on the individual days and the cost proposed the total hours in the proposal are 144.)

Please take a look at the spreadsheet I have provided

Could you give me and Jim a call so we can discuss our options.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Work items executed by me (Since 07/08/2012)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19112 has Inv 5200465452 awaiting approval		08/07/2012	06:50:19	07/31/2012	13:12:31	5	
	~~PO D11PD19004 has Inv 5200468519 awaiting approval~~		08/07/2012	06:49:51	08/06/2012	14:24:38	5	
	PO D12PX50843 has Inv 5200465738 awaiting approval		08/03/2012	07:33:04	08/01/2012	14:08:44	5	
	PO D11PD19007 has Inv 5200462902 awaiting approval		08/03/2012	06:54:04	07/25/2012	20:12:32	5	
	PO D11PX18843 has Inv 5200460831 awaiting approval		08/01/2012	07:40:51	07/23/2012	14:09:21	5	
	PO D12PX50843 has Inv 5200453011 awaiting approval		07/27/2012	10:11:45	07/09/2012	14:08:54	5	
	PO D12PX50843 has Inv 5200454396 awaiting approval		07/26/2012	08:56:28	07/11/2012	14:05:33	5	
	PO D12PX50843 has Inv 5200453012 awaiting approval		07/24/2012	15:26:23	07/09/2012	14:08:54	5	
	Input Rejection Texts		07/24/2012	15:11:16	07/24/2012	14:48:00	5	
	PO D12PX50843 has Inv 5200453016 awaiting approval		07/24/2012	14:48:00	07/09/2012	14:09:00	5	
	Input Rejection Texts		07/20/2012	07:55:31	07/20/2012	07:53:27	5	
	PO D11PD19016 has Inv 5200459078 awaiting approval		07/20/2012	07:53:27	07/19/2012	14:09:23	5	
	PO D11PD19094 has Inv 5200456144 awaiting approval		07/16/2012	12:24:51	07/16/2012	09:57:25	5	
	PO D11PD19112 has Inv 5200453129 awaiting approval		07/13/2012	09:57:25	07/09/2012	20:08:35	5	

8-7-12
[illegible]

TO #: D11PD19004	Client:	NRC	PoP:	September 07, 2011- Augı
	Vendor:	The Performance Institute		
Updated to Mod 3				

Labor Category	Hours On Contract - Mod 3	Hours To Date	% Hours Remaining	$ on Contract	$ To Date
Executive Management Consultant	151	91	39.74%	$48,496.67	$29,226.47
Researcher/Consulta	16	6	62.50%	$1,809.12	$678.42
Total	167	97	41.92%	$50,305.79	$29,904.89

Labor Category	Rate	Labor Category	Rate
Executive Management Consultant	$321.17	Researcher / Consultant	$113.07

Invoice PoP	Invoice Approved	Executive Hours	Executive $	Researcher Hours	Researcher $	Monthly Tot
Oct	12/22/2011	12	$3,854.04		$0.00	$3,854.04
Nov	1/10/2012	14	$4,496.38		$0.00	$4,496.38
Jan	3/2/2012	5	$1,605.85		$0.00	$1,605.85
Feb	3/26/2012	17	$5,459.89		$0.00	$5,459.89
Mar - Revised	6/14/2012	11	$3,532.87		$0.00	$3,532.87
April	5/10/2012	24	$7,708.08	6	$678.42	$8,386.50
July		8	$2,569.36		$0.00	$2,569.36
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

Ok to pay -
JV

Details

Group description	Cell Con...
Vendor Invoice Num	G324.65
Vendor	0071092567
Invoice Line Number	1
Inv. Processed Data	08/06/2012
PO Number	D11PD19004
PO LineItem	10
InvoiceDocument	5200468515
Fiscal Year	2012
InvoiceAmount	2,569.36
Item Qty	8.000
UOM	AU
Invoice Date	08/02/2012
Goods/Serv. Accpt Date	07/31/2012
Performance Start Date	07/01/2012
Performance End Date	07/31/2012
Posting Status	PO
IPP Invoice Status	REC
Status Message	Invoice Successfully Posted
Routing Description	Goods/Services Acceptance Completed By Lynn Fort
Routing Time Stamp	20120806131216

NRC OIG July 2012 Invoice & Progress Report

Billing Period –July 1-30, 2012
Invoice Number –G324.65
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for June
Hourly Rate-$321.17
Total Amount Billed -$2,569.36
Any Changes incurred to date but not being billed under this invoice- No

July 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
7/16/12	Strat Plan Review	3 hours
7/23/12	Strat Plan Review	3 hours
7/24/12	Strat Plan Review	2 hours
		Total Hours - 8

Total Amount Billed for July 2012- **$2,569.36**

Work items executed by me (Since 05/15/2012)

Work item Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
[redacted]		[redacted]	12:25:12	06/13/2012	20:10:26	5	
PO N08PX10028 has Inv 5200438130 awaiting approval		**06/14/2012**	**09:56:55**	**06/11/2012**	**20:08:47**	**5**	
PO D12PX50843 has Inv 5200434102 awaiting approval		06/14/2012	09:55:11	06/04/2012	14:05:59	5	
PO D11PD19016 has Inv 5200434314 awaiting approval		**06/13/2012**	**11:01:30**	**06/04/2012**	**20:08:00**	**5**	
PO D11PD19112 has Inv 5200432816 awaiting approval		06/08/2012	07:52:41	05/31/2012	20:06:47	5	
Input Rejection Texts		**06/06/2012**	**10:25:15**	**04/16/2012**	**11:21:37**	**5**	
Input Rejection Texts		06/06/2012	10:24:59	04/27/2012	07:02:08	5	
PO D11PD19016 has Inv 5200431703 awaiting approval		**06/06/2012**	**07:04:00**	**05/29/2012**	**20:06:54**	**5**	
PO D11PX18843 has Inv 5200425978 awaiting approval		05/22/2012	09:04:49	05/16/2012	14:07:28	5	
PO D11PD19094 has Inv 5200421302 awaiting approval		**05/16/2012**	**13:44:40**	**05/08/2012**	**14:07:26**	**5**	
PO N08PX10028 has Inv 5200424566 awaiting approval		05/16/2012	08:22:27	05/14/2012	14:10:21	5	

Details

Group description	Cell Con...
Vendor Invoice Num	G324.66
Vendor	0071092567
Invoice Line Number	1
Inv. Processed Data	06/13/2012
PO Number	D11PD19004
PO LineItem	10
InvoiceDocument	5200439808
Fiscal Year	2012
InvoiceAmount	3,532.87
Item Qty	11.000
UOM	AU
Invoice Date	06/11/2012
Goods/Serv. Accpt Date	06/13/2012
Performance Start Date	03/01/2012
Performance End Date	03/31/2012
Posting Status	PO
IPP Invoice Status	REC
Status Message	Invoice Successfully Posted
Routing Description	Goods/Services Acceptance Completed By Lynn Fort
Routing Time Stamp	20120613142200

Ok to Pay
-JN

NRC OIG March 2012 Invoice & Progress Report

Billing Period – March 1-30, 2012
Invoice Number –G324.62
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for March
Hourly Rate-$321.17
Total Amount Billed -$3,532.87
Any Changes incurred to date but not being billed under this invoice- No

March 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
March 1	Facilitation Session – Prep for Performance Measurement Session	2
March 6	Facilitation Session – Pre Meeting at NRC for Performance Measurement Session	4
March 29	Draft Strategic Plan – First Section	3
March 30	Draft Strategic Plan – First Section	2
		11 Hours

Total Amount Billed for March 2012- $3,532.87

Summary Report
In March, Jon Desenberg met with David Lee and Deb Huber to refine NRC OIG Performance Measures and plan a performance measurement facilitated session. A Data Dictionary report and sample was also prepared and submitted and drafting of the Strategic Plan began.

Work items executed by me (Since 04/10/2012)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19004 has Inv 5200422272 awaiting approval		05/10/2012	14:14:33	05/09/2012	14:06:52	5	
	PO D11PD19112 has Inv 5200416755 awaiting approval		**05/08/2012**	**07:43:29**	**04/27/2012**	**14:04:20**	5	
	Input Rejection Texts		05/04/2012	06:48:32	05/04/2012	06:46:40	5	
	PO D11PD19016 has Inv 5200417508 awaiting approval		**05/04/2012**	**06:46:40**	**04/30/2012**	**20:07:32**	5	
	PO D11PD19094 has Inv 5200416008 awaiting approval		04/27/2012	07:02:08	04/26/2012	14:04:09	5	
	PO D11PX18843 has Inv 5200413897 awaiting approval		**04/26/2012**	**08:29:45**	**04/23/2012**	**14:04:35**	5	
	PO N10PD18087 has Inv 5200409882 awaiting approval		04/25/2012	08:07:49	04/16/2012	08:04:54	5	
	PO D11PD19004 has Inv 5200409863 awaiting approval		**04/16/2012**	**11:21:37**	**04/16/2012**	**08:04:09**	5	
	PO D11PD19007 has Inv 5200409861 awaiting approval		04/16/2012	11:06:20	04/16/2012	08:04:05	5	

PO / Item / D I A Plnt SLoc	Type	Vendor	Name / Short Text	Order Qty	Un	Net Price	PGp / Curr.	Order Date / Mat. Group / per Un
D11PD19004	ZC	71092567	THOMPSON MEDIA GROUP LLC				D21	09/30/2011
00010			Converted Contracts					252J
D K D000				1	AU	50,423.69	USD	1 AU
Still to be delivered						0.00	USD	0.00 %
Still to be invoiced						26,621.03	USD	52.79 %

Ok to pay - JN

Details

Group description	Cell Content
Vendor	0071092567
Invoice Line Number	1
Inv. Processed Data	05/09/2012
PO Number	D11PD19004
PO LineItem	10
InvoiceDocument	5200422272
Fiscal Year	2012
InvoiceAmount	8,386.50
Item Qty	1.000
UOM	AU
Invoice Date	05/08/2012
Goods/Serv. Accpt Date	04/30/2012
Performance Start Date	04/01/2012
Performance End Date	04/30/2012
Posting Status	PO
IPP Invoice Status	REC
Status Message	Invoice Successfully Posted
Routing Description	Goods/Services Acceptance Completed By Lynn Fort
Routing Time Stamp	20120509100044

NRC OIG April 2012 Invoice & Progress Report

Billing Period – April 1-30, 2012
Invoice Number –G324.71
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for April - 30 Hours
Executive Management Consultant Hourly Rate -$321.17
Researcher/Consultant Hourly Rate -$113.07
Total Amount Billed -$8,386.50
Any Changes incurred to date but not being billed under this invoice- No

Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
April 2nd	Draft Strat Plan @ *$321.17 per hour*	3 hours
April 3rd	Draft Strat Plan @-*$321.17 per hour*	4 Hours
April 4th	Measurement Review @ *$321.17 per hour*	2 hours
April 5th	OIG Measurement Session@-*$321.17 per hour*	4 Hours
April 5th	OIG Measurement Session *(Junior Staffer)* @ *$113.07 per hour*	4 Hours
April 6th	Report Write Up *(Junior Staffer) @ $113.07 per hour*	2 Hours
April 12th	Draft Strat Plan @ *-$321.17 per hour*	1 Hour
April 13th	Draft Strat Plan@ *-$321.17 per hour*	3 Hours
April 16th	Draft Strat Plan@ *-$321.17 per haur*	2 Hours
April 17th	Draft Strat Plan@ *-$321.17 per hour*	5 Hours

Total Amount Billed for April 2012- $8,386.50

Summary Report
In April, PI conducted an OIG Facilitated Session on OIG Measures and finished drafting the Strategic Plan. The NRC OIG received the Draft and let PI know she would be back in touch with any revisions or comments. PI has subsequently reached out to NRC OIG to alert them that they are available for any needed changes.

Work items executed by me (Since 03/17/2012)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19004 has Inv 5200409863 awaiting approval		04/16/2012	11:21:37	04/16/2012	08:04:09	5	
	PO D11PD19007 has Inv 5200409861 awaiting approval		**04/16/2012**	**11:06:20**	**04/16/2012**	**08:04:05**	**5**	
	PO N08PX10028 has Inv 5200404155 awaiting approval		04/05/2012	09:10:45	04/03/2012	20:07:34	5	
	PO D11PD19016 has Inv 5200400193 awaiting approval		**04/03/2012**	**13:30:30**	**03/26/2012**	**20:07:43**	**5**	

rejected mo

4.16.12

IPP Disburser About | Speed Meter | Advanced Search | Preferences | Welcome Page | Help | Logout

Tasks Purchasing Invoices Payments Analysis Suppliers Self-Service

April 16, 2012 10:29 AM

In Process In Settlement Exceptions Disputes Search

Search

Invoice Number: G324.624

My Tasks | My Admin Tasks | Summary

Hide Details

Details
- **Task Description:** There are no assigned tasks for you
- **Routing Status:** Routing Complete

THOMPSON MEDIA GROUP LLC

Remit To:
Thompson Media Group, LLC
5201 W KENNEDY BLVD SUITE 220
TAMPA FL 33609-1803

Department of the Interior

Bill To:
Department of the Interior
DEPARTMENT OF THE INTERIOR
NATIONAL BUSINESS CENTER - DENVER FISCAL SERVICES
BRANCH D2770 7301 W. MANSFIELD AVE
DENVER CO 80235-2230

DOI Internal Use Only:

Invoice Number:	G324.624
Issue Date:	Apr 5, 2012
Receipt Date:	Apr 5, 2012
Bill Period Start Date:	Mar 1, 2012
Bill Period End Date:	Mar 30, 2012
Supplier Contact Name:	Nicole Stempien
Supplier Contact Phone:	703-203-6292
Payment Terms:	Prompt Pay
Anticipated Due Date:	May 5, 2012
PO Number:	D11PD19004 R 2
Contract No.:	GS10F0261M
Buyer Contact Name:	Melissa Onyszko
Buyer Phone:	
Buyer Email:	
COTR:	Lynn Fort
COTR Phone:	
COTR Email:	lynn.fort@nrc.gov
FOB Terms:	
Goods/Services Received Date:	Apr 5, 2012
Goods/Services Accepted Date:	Apr 5, 2012
First Approver Date:	Apr 14, 2012
Prompt Pay Special Handling:	
Currency Code:	USD
PO Freight Limit:	0.00
Invoice Amount:	4,496.38

Business Unit: **Cost Center:** DE00 **Dept. ID:**

INV Line #.Dist #	PO Line #	PO Sch. #	Agency Part #	Item Code	Description	Service Date From	Service Date To	QTY	Unit Price	U.O.M.	Extended Price	Tax Type	Tax %	Tax Amount
1.1	10	1			Converted Contracts	3/1/2012	3/30/2012	14.00	321.17	AU	4,496.38	Exempt	0.00	0.00

Extended Price Sub-total:	4,496.38
Total Misc:	0.00
Total Freight:	0.00
Total Taxes:	0.00
Total Amount:	4,496.38

Invoice Comments:

PO Comments:

Invoice rejection - 5200409863
Melissa Onyszko to: invoices 04/16/2012 11:27 AM

Reason noted for rejection:

3 hours on 3/8/12 for Data Dictionary document in question - Why is the govt.being charged 3 hours for preparation of the document; does the document utilized in Mr. Desenberg's class already exist?

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

RE: March 2012 invoice rejected
Melissa Onyszko to: Fort, Lynn 04/16/2012 11:28 AM
Cc: "Huber, Deborah", "'Joshua.Watkins@aqd.nbc.gov'"

Lynn,
I've rejected the invoice in the system.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

"Fort, Lynn" Let me know if you need anything else. Thanks.... 04/12/2012 10:53:15 AM

From:	"Fort, Lynn" <Lynn.Fort@nrc.gov>
To:	"'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"Huber, Deborah" <Deborah.Huber@nrc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	04/12/2012 10:53 AM
Subject:	RE: March 2012 invoice rejected

Let me know if you need anything else. Thanks.

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, April 12, 2012 10:51 AM
To: Fort, Lynn
Cc: Huber, Deborah; james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov
Subject: Re: March 2012 invoice rejected

Good Morning,

Thank you for the information. Could you also provide a copy of the invoice that you rejected, as we do not see it here if you reject it but we should have it for our contract file.

Respectfully,
Joshua

Joshua Watkins

Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 04/12/2012 10:48 AM
Subject: March 2012 invoice rejected

Hi, Joshua

FYI, I rejected Performance Institute's March 2012 invoice (Order Number - D11PD19004) with the following comment:

We question 3 hours billed on March 8 for the Data Dictionary document. PI's Plan & Cost schedule says they will provide articles and best practices at no additional cost. We don't feel we should have to pay for an existing document Mr. Desenberg uses in class.

Regards,
Lynn
[attachment "NRC_OIG_March_Montly_Report[1].docx" deleted by Melissa Onyszko/NBC/OS/DOI]

NRC OIG March 2012 Invoice & Progress Report

Billing Period – March 1-30, 2012
Invoice Number –G324.62
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for March
Hourly Rate-$321.17
Total Amount Billed -$4,496.38
Any Changes incurred to date but not being billed under this invoice- No

March 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
March 1	Facilitation Session – Prep for Performance Measurement Session	2
March 6	Facilitation Session – Pre Meeting at NRC for Performance Measurement Session	4
March 8	Draft Strategic Plan – Data Dictionary Research and Report	3
March 29	Draft Strategic Plan – First Section	3
March 30	Draft Strategic Plan – First Section	2
		14 Hours

Total Amount Billed for March 2012- $4,496.38

Summary Report
In March, Jon Desenberg met with David Lee and Deb Huber to refine NRC OIG Performance Measures and plan a performance measurement facilitated session. A Data Dictionary report and sample was also prepared and submitted and drafting of the Strategic Plan began.

RE: March 2012 invoice rejected
Fort, Lynn to: 'Joshua.Watkins@aqd.nbc.gov' 04/12/2012 10:53 AM
Cc: "Huber, Deborah", "james.tessitore@aqd.nbc.gov" "melissa.onyszko@aqd.nbc.gov"

Let me know if you need anything else. Thanks.

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, April 12, 2012 10:51 AM
To: Fort, Lynn
Cc: Huber, Deborah; james.tessitore@aqd.nbc.gov; melissa.onyszko@aqd.nbc.gov
Subject: Re: March 2012 invoice rejected

Good Morning,

Thank you for the information. Could you also provide a copy of the invoice that you rejected, as we do not see it here if you reject it but we should have it for our contract file.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 04/12/2012 10:48 AM
Subject: March 2012 invoice rejected

NRC OIG March 2012 Invoice & Progress Report

Billing Period – March 1-30, 2012
Invoice Number –G324.62
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Cor rejected 4/12

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for March
Hourly Rate-$321.17
Total Amount Billed -$4,496.38
Any Changes incurred to date but not being billed under this invoice- No

March 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
March 1	Facilitation Session – Prep for Performance Measurement Session	2
March 6	Facilitation Session – Pre Meeting at NRC for Performance Measurement Session	4
March 8	Draft Strategic Plan – Data Dictionary Research and Report	3
March 29	Draft Strategic Plan – First Section	3
March 30	Draft Strategic Plan – First Section	2
		14 Hours

Total Amount Billed for March 2012- $4,496.38

Summary Report
In March, Jon Desenberg met with David Lee and Deb Huber to refine NRC OIG Performance Measures and plan a performance measurement facilitated session. A Data Dictionary report and sample was also prepared and submitted and drafting of the Strategic Plan began.

Work items executed by me (Since 02/25/2012)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19094 has Inv 5200397913 awaiting approval		03/26/2012	12:11:17	03/20/2012	20:08:30	5	
	PO D11PD19004 has Inv 5200396356 awaiting approval		**03/26/2012**	**12:10:39**	**03/16/2012**	**14:03:43**	**5**	
	PO D11PX18843 has Inv 5200396353 awaiting approval		03/20/2012	08:57:59	03/16/2012	14:03:36	5	
	Input Rejection Texts		**03/09/2012**	**08:27:25**	**03/08/2012**	**15:58:15**	**5**	
	PO D11PD19094 has Inv 5200391245 awaiting approval		03/08/2012	15:58:15	03/07/2012	20:05:39	5	
	PO D11PD19100 has Inv 5200388946 awaiting approval		**03/08/2012**	**15:58:03**	**03/02/2012**	**14:03:39**	**5**	
	PO D11PD19112 has Inv 5200389659 awaiting approval		03/08/2012	15:57:01	03/05/2012	14:05:55	5	
	PO D10PD18615 has Inv 5200391249 awaiting approval		**03/08/2012**	**15:56:01**	**03/07/2012**	**20:05:45**	**5**	
	PO N08PX10028 has Inv 5200386671 awaiting approval		03/02/2012	15:16:34	02/27/2012	20:05:38	5	
	Input Rejection Texts		**03/02/2012**	**13:36:37**	**03/02/2012**	**11:16:25**	**5**	
	PO N06PD10315 has Inv 5200386672 awaiting approval		03/02/2012	11:16:24	02/27/2012	20:05:40	5	
	PO D11PX18843 has Inv 5200386741 awaiting approval		**03/02/2012**	**10:36:24**	**02/28/2012**	**08:05:41**	**5**	
	PO D11PD19007 has Inv 5200388450 awaiting approval		03/02/2012	10:31:52	03/01/2012	20:03:47	5	
	PO D11PD19004 has Inv 5200386572 awaiting approval		**03/02/2012**	**10:31:18**	**02/27/2012**	**14:06:01**	**5**	
	PO D11PD19016 has Inv 5200385933 awaiting approval		03/01/2012	09:31:55	02/24/2012	20:04:56	5	

Approved 3/26/12 Robert P Brown

Invoice Document Edit Goto System Help

Display Invoice Document 5200396356 2012

Show PO structure | Follow-On Documents

Basic data | Payment | Details | Tax | Contacts | Note

Inv. recpt date	03/16/2012
Invoice date	03/07/2012
Reference	G324.7
Posting Date	03/16/2012
Amount	5,459.89 USD
Calculate tax	☐
Tax amount	0.00 I0 (A/P sales tax, 0%)
Text	IPP
Paymt terms	30 Days net
Baseline Date	03/07/2012

THOMPSON MEDIA GROUP LLC
SUITE 220
5201 W KENNEDY BLVD
TAMPA FL 33609-1803
ana.haakinson@performanceins

PO reference

Item	Amount	Quantity	O...		Purchase...	Item	PO Text
1	5,459.89			☐	D11PD19004	10	Converted Contracts

Displaying Incoming Invoice "5200396356" ...

O.K. to Pay
-JW

Details

Group description	Cell Content
Inv. Processed Date	03/16/2012
PO Number	D11PD19004
PO Line Item	10
Invoice Document	5200396356
Fiscal Year	2012
Invoice Amount	5,459.89
Item Qty	17.000
UOM	AU
Invoice Date	03/07/2012
Goods/Serv. Accpt Date	03/16/2012
Performance Start Date	02/01/2012
Performance End Date	02/29/2012
Posting Status	PO
IPP Invoice Status	REC
Status Message	Invoice Successfully Posted
Routing Description	Goods/Services Acceptance Completed By Lynn Fort
Routing Time Stamp	20120316084701
Routing Contact Email	Lynn.Fort@nrc.gov

NRC OIG February 2012 Invoice & Progress Report

Billing Period – February 1-28, 2012
Invoice Number –G324.7
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for February
Hourly Rate-$321.17
Total Amount Billed -$5,459.89
Any Changes incurred to date but not being billed under this invoice- No

Feb 2012 Time Sheet		
Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
Feb 2	Facilitation Session – Prep Meeting with Three Team Leaders	3
Feb 8	Facilitation Session – Prep and Document Review	2
Feb 9	Facilitation Session – Draft Strategy Review	4
Feb 21	Draft Strategic Plan – Research, Write and Submit Analysis of Current Performance Measures	4
Feb 24	Draft Strategic Plan –Call With Deb Huber	1
Feb 29	Draft Strategic Plan- Meeting at NRC with Deb Huber to Review Current Performance Measures	3
Total		17 hours

Total Amount Billed for February 2012- $5,459.89

Work items executed by me (Since 02/01/2012)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19007 has Inv 5200388450 awaiting approval		03/02/2012	10:31:52	03/01/2012	20:03:47	5	
	PO D11PD19004 has Inv 5200386572 awaiting approval		**03/02/2012**	**10:31:18**	**02/27/2012**	**14:06:01**	**5**	
	PO D11PD19016 has Inv 5200385933 awaiting approval		03/01/2012	09:31:55	02/24/2012	20:04:56	5	
	PO N07PC10351 has Inv 5200384023 awaiting approval		**02/24/2012**	**11:10:52**	**02/22/2012**	**08:51:57**	**5**	
	PO D11PD19016 has Inv 5200383060 awaiting approval		02/21/2012	14:45:53	02/17/2012	14:03:05	5	
	PO N10PD18105 has Inv 5200380653 awaiting approval		**02/15/2012**	**15:02:23**	**02/14/2012**	**14:04:17**	**5**	
	PO D11PD18874 has Inv 5200379861 awaiting approval		02/13/2012	16:40:33	02/13/2012	14:06:15	5	
	PO D11PD19112 has Inv 5200371941 awaiting approval		**02/13/2012**	**13:36:02**	**01/30/2012**	**08:02:49**	**5**	
	PO D11PD19094 has Inv 5200376442 awaiting approval		02/08/2012	15:20:32	02/07/2012	14:05:44	5	
	PO N08PX10028 has Inv 5200373135 awaiting approval		**02/07/2012**	**09:07:36**	**01/31/2012**	**18:20:44**	**5**	
	PO D10PD18502 has Inv 5200373132 awaiting approval		02/06/2012	15:00:01	01/31/2012	18:20:40	5	

Approved 3/02/12 Robert P Brown

PO D11PD19004 has Inv 5200386572 awaiting approval
System ID for Workflow System
to:
melissa.onyszko
02/27/2012 02:15 PM
Hide Details
From: System ID for Workflow System <WF-BATCH@fbms.doi.gov>

To: <melissa.onyszko@aqd.nbc.gov>

Invoice # 5200386572 for Purchase Order # D11PD19004 has been received and is waiting your REVIEW. Prompt Pay Act, 5 CFR 1315, allows a federal agency only seven days to reject an invoice as improper. Failure to approve or reject the invoice within the seven days may subject the cost center to incur interest charges.

100K at

Invoice Document Edit Goto System Help

Display Invoice Document 5200386572 2012

Show PO structure | Follow-On Documents

Basic data | Payment | Details | Tax | Contacts | Note

Inv. recpt date	02/27/2012		
Invoice date	02/23/2012	Reference	G324.62-1
Posting Date	02/27/2012		
Amount	1,605.85	USD	☐ Calculate tax
Tax amount	0.00	I0 (A/P sales tax, 0%)	
Text	IPP		
Paymt terms	30 Days net		
Baseline Date	02/23/2012		

THOMPSON MEDIA GROUP LLC
SUITE 220
5201 W KENNEDY BLVD
TAMPA FL 33609-1803
ana.haakinson@performancein:

PO reference

Layout All info

Item	Amount	Quantity	O...		Purchase ...	Item	PO Text

Displaying Incoming Invoice "5200386572" ...

NRC OIG January 2012 Invoice & Progress Report

Billing Period – January 1-31, 2012
Invoice Number –G324.61
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for January - 5
Hourly Rate-$321.17
Total Amount Billed -$1,605.85
Any Changes incurred to date but not being billed under this invoice- No

January 2011 Time Sheet

Dates Being Invoiced	**Associated SOW Task Area**	**Notes**	**Corresponding Hours for each Date**
January 10, 2012	Task 2	Meeting with Deb Huber and Lynn Fort and follow up work concerning SWOT analysis	3
January 12, 2012	Task 2	Meeting with 3 team leaders and Deb Huber discussing Safety, Security and Mgmt Strategy Development	1
January 26, 2012	Task 2	Review of Management Team Environmental Scan and Draft Strategies	1

Total Amount Billed for January 2012- **$1,605.85**

Summary Report

Jon Desenberg worked with Debra Huber and the three planning team leaders during January to facilitate the development of three strategy documents covering all three areas of the OIG. Work was conducted through meetings and phone calls to capture the SWOT content from previous sessions, incorporate stakeholder session transcripts from the NRC Strategic Planning Session and ensure that all three teams were developing quality content for use during the February 9th facilitated session.

Details

Group description	Cell Content
PO Number	D11PD19004
PO Line Item	10
InvoiceDocument	5200386572
Fiscal Year	2012
Invoice Amount	1,605.85
Item Qty	5.000
UOM	AU
Invoice Date	02/23/2012
Goods/Serv. Accept Date	02/27/2012
Performance Start Date	01/01/2012
Performance End Date	01/31/2012
Posting Status	PO
IPP Invoice Status	REC
Status Message	Invoice Successfully Posted
Routing Description	Goods/Services Acceptance Completed By Lynn Fort
Routing Time Stamp	20120227093951
Routing Contact Email	Lynn.Fort@nrc.gov
Routing Comments	Revised invoice is approved.

RE: Invoice rejected
Fort, Lynn to: 'Joshua.Watkins@aqd.nbc.gov' 02/23/2012 03:16 PM
Cc: "Huber, Deborah", "james.tessitore@aqd.nbc.gov"

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "james.tessitore@aqd.nbc.gov" <james.tessitore@aqd.nbc.gov>

Hi, Joshua.

Yes, a copy of what they submitted is attached FYI. There are 5 hours on the invoice for other activities, we disagree with the 2 hours charged on January 20th.

Lynn

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, February 23, 2012 2:01 PM
To: Fort, Lynn
Cc: Huber, Deborah; james.tessitore@aqd.nbc.gov
Subject: Re: Invoice rejected

Good Afternoon Lynn,

As a follow up from our conference call. In regard to their January invoice, since you had rejected it we have not seen it. Was there any hours on the invoice for activities other than milestones? Such as meeting or other activities?

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>, "james.tessitore@aqd.nbc.gov"

<james.tessitore@aqd.nbc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 02/22/2012 01:08 PM
Subject: Invoice rejected

Hi, Joshua and Jim.

I rejected Performance Institute's January 2012 invoice with the following comment:

The milestone schedule was created by NRC OIG. January 20, 2012 hours are denied.

I seem to recall that you can't see what I enter in the system, so I wanted to make sure you are in the loop.

Regards,
Lynn

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

REVISED_-NRC_OIG_Jan_2012_Montly_Report[1].docx

NRC OIG January 2012 Invoice & Progress Report

Billing Period – January 1-31, 2012
Invoice Number –G324.61
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for January - 7
Hourly Rate-$321.17
Total Amount Billed -$ 2248.19
Any Changes incurred to date but not being billed under this invoice- No

January 2011 Time Sheet

Dates Being Invoiced	Associated SOW Task Area	Notes	Corresponding Hours for each Date
January 10, 2012	Task 2	Meeting with Deb Huber and Lynn Fort and follow up work concerning SWOT analysis	3
January 12, 2012	Task 2	Meeting with 3 team leaders and Deb Huber discussing Safety, Security and Mgmt Strategy Development	1
January 20, 2012	Task 2	Milestone Development for Strategic Plan	2
January 26, 2012	Task 2	Review of Management Team Environmental Scan and Draft Strategies	1

Total Amount Billed for January 2012- **$2248.19**

Summary Report

Jon Desenberg worked with Debra Huber and the three planning team leaders during January to facilitate the development of three strategy documents covering all three areas of the OIG. Work was conducted through meetings and phone calls to capture the SWOT content from previous sessions, incorporate stakeholder session transcripts from the NRC Strategic Planning Session and ensure that all three teams were developing quality content for use during the February 9th facilitated session.

Re: FW: NRC OIG; Order Number - D11PD19004
Joshua Watkins to: Fort, Lynn 02/07/2012 09:05 AM
Cc: James Tessitore, Melissa Onyszko

From: Joshua Watkins/NBC/OS/DOI
To: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc: James Tessitore/NBC/OS/DOI@DOI, Melissa Onyszko/NBC/OS/DOI@DOI

Good Morning Lynn,

As an update (b) (6) NRC [redacted]. Jim Tessitore is the acting CO for this award while she is out. After talking with Jim, if the attachment Nicole provided is acceptable to you, I would say we can accept it this time. We can include this email in the contract file to record this.

Respectfully,
Joshua

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

"Fort, Lynn" Hi, Joshua and Melissa. I think the answer to Nic... 02/06/2012 02:36:47 PM

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'Joshua.Watkins@aqd.nbc.gov'" <Joshua.Watkins@aqd.nbc.gov>, "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "'Stempien, Nicole '" <IMCEAMAILTO-nicole+2Estempien+40performanceinstitute+2Eorg@nrc.gov>
Date: 02/06/2012 02:36 PM
Subject: FW: NRC OIG; Order Number - D11PD19004

Hi, Joshua and Melissa.

I think the answer to Nicole's question is resubmit the invoice, but I'm not sure that is correct. Will you respond, please? Thanks.

Lynn

From: Stempien, Nicole [mailto:nicole.stempien@performanceinstitute.org]
Sent: Monday, February 06, 2012 2:31 PM

To: Fort, Lynn
Subject: NRC OIG; Order Number – D11PD19004

Hi Lynn,

I hope that you are doing well. I just invoiced through IPP for the month of January and I forgot to upload my attachment before I submitted the invoice. It wouldn't allow me to upload this attached document after I submitted the invoice.

Please let me know next steps and if I should just resubmit a new invoice in IPP so I can attached this report.

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org
[attachment "--NRC OIG Jan 2012 Montly Report.doc" deleted by Joshua Watkins/NBC/OS/DOI]

Work items executed by me (Since 12/11/2011)

Work item	Title	Status	Executed on	Executed At	Creation Date	Creation Time	Priority	Attachments
	PO D11PD19004 has Inv 5200358309 awaiting approval		01/10/2012	12:23:18	01/10/2012	02:05:24	5	
	Input Rejection Texts		01/10/2012	10:14:14	01/10/2012	10:12:56	5	
	PO D11PD18734 has Inv 5200358379 awaiting approval		01/10/2012	10:12:56	01/09/2012	18:04:56	5	
	PO D11PX18843 has Inv 5200358325 awaiting approval		01/10/2012	07:45:19	01/09/2012	17:27:40	5	
	PO N07PC10351 has Inv 5200356241 awaiting approval		01/09/2012	10:18:55	01/04/2012	14:06:51	5	
	Input Rejection Texts		01/03/2012	15:04:45	01/03/2012	15:04:22	5	
	PO D11PD19112 has Inv 5200355000 awaiting approval		01/03/2012	15:04:22	12/29/2011	20:06:26	5	
	Input Rejection Texts		12/30/2011	10:12:09	12/30/2011	10:12:03	5	
	PO N07PC10351 has Inv 5200354826 awaiting approval		12/30/2011	10:12:02	12/29/2011	14:02:22	5	
	PO D11PD19016 has Inv 5200353845 awaiting approval		12/29/2011	10:58:15	12/27/2011	14:03:35	5	
	PO D11PD18874 has Inv 5200347465 awaiting approval		12/23/2011	10:25:10	12/13/2011	14:06:23	5	
	PO N08PX10028 has Inv 5200349105 awaiting approval		12/23/2011	07:55:59	12/16/2011	20:58:18	5	
	PO D11PX18843 has Inv 5200350792 awaiting approval		12/23/2011	07:45:40	12/19/2011	20:03:44	5	
	PO D11PD19007 has Inv 5200349383 awaiting approval		12/22/2011	15:48:19	12/15/2011	20:06:27	5	
	PO D11PD19094 has Inv 5200350706 awaiting approval		12/22/2011	15:44:18	12/19/2011	20:03:35	5	
	PO D11PD19100 has Inv 5200351659 awaiting approval		12/22/2011	15:34:45	12/20/2011	20:05:26	5	
	PO D11PD19004 has Inv 5200352885 awaiting approval		12/22/2011	14:41:56	12/22/2011	14:03:42	5	

PO Item D I A	Type Material Plnt SLoc	Vendor	Name Short Text Order Qty	Un	Net Price	PGp Curr.	Order Date Mat. Group per Un
D11PD19004	ZC	71092567	THOMPSON MEDIA GROUP LLC			D21	09/30/2011
00010			Converted Contracts				252J
D K	D000		1	AU	50,423.69	USD	1 AU
Still to be delivered					0.00	USD	0.00 %
Still to be invoiced					42,073.27	USD	83.44 %

RE: Strategic Plan invoice G324.5
Melissa Onyszko to: Fort, Lynn 01/10/2012 08:54 AM
Cc: "Joshua.Watkins@aqd.nbc.gov"

Hi Lynn,
Thanks. Josh and I spoke. Although I'd like to see documentation that more resembles a time sheet (for example - a signed or automated listing of days and hours) you've been on top of checking the dates, etc. so we know that you are aware of what the contractor has been working. If Josh doesn't find anything else upon his review we'll go ahead and approve the invoice.

Thanks!

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Fort, Lynn" <Lynn.Fort@nrc.gov>
To: "'melissa.onyszko@aqd.nbc.gov'" <melissa.onyszko@aqd.nbc.gov>
Cc: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date: 01/10/2012 06:57 AM
Subject: RE: Strategic Plan invoice G324.5

Hi, Melissa.

Yes, their monthly report includes the timesheet as a table with columns that show date, SOW task area, and hours billed. Let me know if you want me to send you a copy.

Lynn

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Tuesday, January 10, 2012 6:52 AM
To: Fort, Lynn
Cc: Joshua.Watkins@aqd.nbc.gov
Subject: Strategic Plan invoice G324.5

NRC OIG Nov 2011 Invoice & Progress Report

Billing Period – November 1-30, 2011
Invoice Number –G324.5
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for Nov 2011 -14
Hourly Rate-$321.17 ✓
Total Amount Billed -$4496.38
Any Changes incurred to date but not being billed under this invoice- No

Nov 2011 Time Sheet

Dates Being Invoiced	Associated SOW Task Area	Corresponding Hours for each Date
11/08/2011	Task 3 – Draft Strat Plan	3
11/9/2011	Task 3 – Draft Strat Plan	3
11/29/2011	Task 3 – Draft Strat Plan	3
11/30/2011	Task 3 – Draft Strat Plan	5

Total Amount Billed for November 2011- $4496.38

Summary Report

Two information gathering sessions were held, on November 9th and 30th to begin the development of the Draft Strategic Plan. These two sessions and the preparatory work on November 8th and November 29th, finalized the mission, vision, goal and values statements for the NRC OIG and then went on to develop a structured environmental analysis around "Strengths, Weaknesses, Opportunities and Threats" for Each Strategic Goal. Environmental analysis from key stakeholders in both the investigative and audit area will provide essential information for strategy development.

PD MO 1-10-12

NRC OIG Oct 2011 Invoice & Progress Report

Billing Period – October 5-31, 2011
Invoice Number -G324.41
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for Oct 2011 -12
Hourly Rate-$321.17
Total Amount Billed -$3,854.04
Any Changes incurred to date but not being billed under this invoice- No

Oct 2011 Time Sheet

Dates Being Invoiced	**Associated SOW Task Area**	**Corresponding Hours for each Date**
10/5/2011	Task 1 –Kickoff	3 hours
10/17/2011	Task 3 – Strat Plan	4 hours
10/19/2011	Task 3 - Strat Plan	5 Hours

Summary Report

PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th. Next steps included finalizing mission, vision and value statements and moving to center of gravity and stakeholder sessions for strategy development.

Approved in SAP
12/22/11 - MO

IPP Disburser

About | Speed Meter | Advanced Search | Preferences | Welcome Page | Help | Logout

Tasks Purchasing Invoices Payments Analysis Suppliers Self-Service

November 29, 2011 11 14 AM

Welcome Summary My Tasks My Queues Manage Tasks

Search

Invoice Number: G324.41

My Tasks | My Admin Tasks | Summary

Hide Details

- Status: Received
- Routing Status: In Routing
- Post Status: Not Posted
- Source: Collector Entered

Reject | Related Documents | History | Routing Details | Add Attachment | Holds

THOMPSON MEDIA GROUP LLC

Remit To:

Thompson Media Group, LLC
5201 W KENNEDY BLVD SUITE 220
TAMPA FL 33609-1803

Department of the Interior

Bill To:
Department of the Interior
DEPARTMENT OF THE INTERIOR
NATIONAL BUSINESS CENTER - DENVER FISCAL SERVICES
BRANCH D2770 7301 W. MANSFIELD AVE
DENVER CO 80235-2230

Invoice Number:	G324.41
Issue Date:	Nov 21, 2011
Receipt Date:	Nov 21, 2011
Bill Period Start Date:	Oct 1, 2011
Bill Period End Date:	Oct 31, 2011
Supplier Contact Name:	Nicole Stempien
Supplier Contact Phone:	703-203-8292
Payment Terms:	Prompt Pay
Anticipated Due Date:	Dec 21, 2011
PO Number:	D11PD19004 R 1
Contract No.:	D11PD19004
Buyer Contact Name:	Melissa Onyszko
Buyer Phone:	
Buyer Email:	
COTR:	LYNN FORT
COTR Phone:	
COTR Email:	lynn.fort@nrc.gov 11/29
FOB Terms:	
Goods/Services Received Date:	
Goods/Services Accepted Date:	
First Approver Date:	
Prompt Pay Special Handling:	
Currency Code:	USD
PO Freight Limit:	
Invoice Amount:	3,854.04

DOI Internal Use Only:

Business Unit: **Cost Center:** DE00 **Dept. ID:**

INV Line #.Dist #	PO Line #	PO Sch. #	Agency Part #	Item Code	Description	Service Date From	Service Date To	QTY	Unit Price	U.O.M.	Extended Price	Tax Type	Tax %	Tax Amount
1.1	10	1			Converted Contracts	10/1/2011	10/31/2011	12.00	321.17	AU	3,854.04	Exempt	0.00	0.00

Extended Price Sub-total:	3,854.04
Total Misc:	0.00
Total Freight:	0.00
Total Taxes:	0.00
Total Amount:	3,854.04

Invoice Comments: 12 hours for Oct. - PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th.

PO Comments:

Rejected due to lack of supporting information

Contracting Officer

Melissa

Date

12.2.11

Rejected invoices for D11PD19004 - NRC-OIG FY 2008-2013 Strategic Plan
Fort, Lynn
to:
melissa.onyszko@aqd.nbc.gov, Joshua.Watkins@aqd.nbc.gov
12/20/2011 02:29 PM
Cc:
"Huber, Deborah"
Show Details

Hi, Melissa and Joshua,

We reviewed the revised invoices for October and November and I rejected them because of errors:

- October – Timesheet indicated the kickoff meeting was held on Oct 13th. It was held on Oct 5th

- November – Does not include 2.5 hour meeting held on 11/8. Hours reported for 11/9 are incorrect. The meeting that day lasted 2.5-3 hours, only 2 were billed.

Please let me know if you have questions or concerns.

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

NRC OIG Oct 2011 Invoice & Progress Report

Billing Period – October 1-31, 2011
Invoice Number -G324.41
Contract Number -GS10f0261M
Order Number – D11PD19004
Document Title – NRC-OIG FY 2008-2013 Strategic Plan

Name of Personnel - Jon Desenberg
Labor Category- Executive Management Consultant
Total Labor Hours for Oct 2011 -12
Hourly Rate-$321.17
Total Amount Billed -$3,854.04
Any Changes incurred to date but not being billed under this invoice- No

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Dates Being Invoiced	Associated SOW Task Area	Corresponding Hours for each Date
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Summary Report

PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th. Next steps included finalizing mission, vision and value statements and moving to center of gravity and stakeholder sessions for strategy development.

attachment from email.

RE: Invoice question
Stempien, Nicole
to:
melissa.onyszko@aqd.nbc.gov, Desenberg, Jon
12/08/2011 04:24 PM
Cc:
"Huber, Deborah", "Mueller, Jennifer", "Joshua.Watkins@aqd.nbc.gov", "Fort, Lynn"
Hide Details
From: "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>

Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>, "Fort, Lynn" <Lynn.Fort@nrc.gov>

Good Afternoon,

I apologize for the delay in getting these reports to you. Please see the attached revised October and November reports. I will be submitting them through IPP with the invoice. Please let me know if you have any questions regarding the reports and if any additional information is needed for them.

Thanks,
Nicole

Nicole Stempien
Consulting Project Manager
The Performance Institute Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, December 05, 2011 5:56 AM
To: Desenberg, Jon
Cc: Huber, Deborah; Mueller, Jennifer; Joshua.Watkins@aqd.nbc.gov; Fort, Lynn; Stempien, Nicole

Subject: RE: Invoice question

Please see Section 7 of the SOW within the award for the elements required for an invoice. Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "Fort, Lynn" <Lynn.Fort@nrc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "Stempien, Nicole" <nicole.stempien@performanceinstitute.org>

Date: 12/02/2011 03:35 PM

Subject: RE: Invoice question

Joshua and Lynn-

If you need more than this or want it in another format please let me know, I'd be glad to adjust it.

Thanks,

Jon Desenberg

NRC OIG –
10/13 - 3
10/17 -4
10/19 – 5
TOTAL: 12

PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th. Next steps included finalizing mission, vision and value statements and moving to center of gravity and stakeholder sessions for strategy development.

Jon Desenberg

Policy Director

The Performance Institute

805 15th Street, NW, 3rd Floor

Washington, DC 20005

Tel: 202-739-9642

Jon.Desenberg@PerformanceInstitute.org

Stay Connected. Follow us on Twitter @PerformanceInst

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Friday, December 02, 2011 3:18 PM
To: Desenberg, Jon
Cc: Huber, Deborah; Fort, Lynn; melissa.onyszko@aqd.nbc.gov
Subject: RE: Invoice question

Good Afternoon Jon,

The CO Melissa has rejected this invoice due to the missing document. When you have the document please include with the resubmitted invoice in IPP.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>

To: "Fort, Lynn" <Lynn.Fort@nrc.gov>

Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Date: 12/02/2011 03:10 PM

Subject: RE: Invoice question

Will do Lynn,

Im getting that document now.

Thanks,

Jon Desenberg

Jon Desenberg

Policy Director

The Performance Institute

805 15th Street, NW, 3rd Floor

Washington, DC 20005

Tel: 202-739-9642

Jon.Desenberg@PerformanceInstitute.org

Stay Connected. Follow us on Twitter @PerformanceInst

From: Fort, Lynn [mailto:Lynn.Fort@nrc.gov]
Sent: Tuesday, November 29, 2011 9:20 AM
To: Desenberg, Jon
Cc: Huber, Deborah; Joshua.Watkins@aqd.nbc.gov
Subject: Invoice question
Importance: High

Good morning, Jon.

We received your first invoice (#G324.41 - Contract Number D11PD19004 - NRC-OIG FY 2008-2013 Strategic Plan) and would like more detail before approving it for payment. Please send me the hours billed by date so we can compare your records with ours. Thanks.

Lynn M. Fort
Sr. IT Specialist
US Nuclear Regulatory Commission
Office of the Inspector General

Voice: 301-415-5973
Fax: 301-415-5091
Lynn.Fort@nrc.gov

RE: Invoice question

Stempien, Nicole to: melissa.onyszko@aqd.nbc.gov, Desenberg, Jon 12/08/2011 04:24 PM

Cc: "Huber, Deborah", "Mueller, Jennifer" , "Joshua.Watkins@aqd.nbc.gov", "Fort, Lynn"

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Nicole

Nicole Stempien
Consulting Project Manager
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Tel: 703-203-6292
Fax: 866.234.0680
Nicole.Stempien@PerformanceInstitute.org

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, December 05, 2011 5:56 AM
To: Desenberg, Jon
Cc: Huber, Deborah; Mueller, Jennifer; Joshua.Watkins@aqd.nbc.gov; Fort, Lynn; Stempien, Nicole
Subject: RE: Invoice question

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Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Jon.Desenberg@PerformanceInstitute.org

Stay Connected. Follow us on Twitter @PerformanceInst

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Friday, December 02, 2011 3:18 PM
To: Desenberg, Jon
Cc: Huber, Deborah; Fort, Lynn; melissa.onyszko@aqd.nbc.gov
Subject: RE: Invoice question

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With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate

703-964-3684 (ofc)
Joshua.Watkins@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
To: "Fort, Lynn" <Lynn.Fort@nrc.gov>
Cc: "Huber, Deborah" <Deborah.Huber@nrc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date: 12/02/2011 03:10 PM
Subject: RE: Invoice question

Will do Lynn,

Im getting that document now.

NRC OIG Nov 2011 Montly Report-Invoice.doc NRC OIG Oct 2011 Report-Invoice.doc

IPP Disburser About | Speed Meter | Advanced Search | Preferences | Welcome Page | Help | Logout

Tasks Purchasing Invoices Payments Analysis Suppliers Self-Service

November 29, 2011 11:14 AM

Welcome Summary My Tasks My Queues Manage Tasks

Search

Invoice Number: G324.41

My Tasks | My Admin Tasks | Summary

Hide Details

- Status: Received
- Routing Status: In Routing
- Post Status: Not Posted
- Source: Collector Entered

Reject | Related Documents | History | Routing Details | Add Attachment | Holds

THOMPSON MEDIA GROUP LLC

Remit To:

Thompson Media Group, LLC
5201 W KENNEDY BLVD SUITE 220
TAMPA FL 33609-1803

Department of the Interior

Bill To:
Department of the Interior
DEPARTMENT OF THE INTERIOR
NATIONAL BUSINESS CENTER - DENVER FISCAL SERVICES
BRANCH D2770 7301 W. MANSFIELD AVE
DENVER CO 80235-2230

Invoice Number:	G324.41
Issue Date:	Nov 21, 2011
Receipt Date:	Nov 21, 2011
Bill Period Start Date:	Oct 1, 2011
Bill Period End Date:	Oct 31, 2011
Supplier Contact Name:	Nicole Stempien
Supplier Contact Phone:	703-203-6292
Payment Terms:	Prompt Pay
Anticipated Due Date:	Dec 21, 2011
PO Number:	D11PD19004 R 1
Contract No.:	D11PD19004
Buyer Contact Name:	Melissa Onyszko
Buyer Phone:	
Buyer Email:	
COTR:	LYNN FORT
COTR Phone:	
COTR Email:	lynn.fort@nrc.gov 11/29
FOB Terms:	
Goods/Services Received Date:	
Goods/Services Accepted Date:	
First Approver Date:	
Prompt Pay Special Handling:	
Currency Code:	USD
PO Freight Limit:	
Invoice Amount:	3,854.04

DOI Internal Use Only:

Business Unit: **Cost Center:** DE00 **Dept. ID:**

INV Line #.Dist #	PO Line #	PO Sch. #	Agency Part #	Item Code	Description	Service Date From	Service Date To	QTY	Unit Price	U.O.M.	Extended Price	Tax Type	Tax %	Tax Amount
1.1	10	1			Converted Contracts	10/1/2011	10/31/2011	12.00	321.17	AU	3,854.04	Exempt	0.00	0.00

Extended Price Sub-total:	3,854.04
Total Misc:	0.00
Total Freight:	0.00
Total Taxes:	0.00
Total Amount:	3,854.04

Invoice Comments: 12 hours for Oct. - PI and the NRC OIG held a planning session to prep for the initial mission and vision facilitation. PI prepped with project team and facilitated mission and vision session on the 19th.

PO Comments:

Rejected due to lack of supporting information

Approved ______ Contracting Officer

Melissa

Date 12.2.11

Invoice G324.41
Melissa Onyszko to: jon.desenberg 12/02/2011 12:14 PM
Cc: Lynn.Fort, Joshua Watkins

The subject invoice was rejected due to lack of required information. There was no attachment providing the information required by the contract D11PD19004. Please contact the IPP help desk in order to determine the appropriate number to utilize when resubmitting the invoice with required information. It will probably be the original invoice number followed by a "R" or something similar.

Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 06/09/2012.
DUNS: 966908704
DUNS PLUS4:
CAGE/NCAGE: 6A4B0
Legal Business Name: THOMPSON MEDIA GROUP LLC
Doing Business As (DBA): PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT
Division Name:
Division Number:
Company URL: http://www.performanceweb.org

Physical Street Address 1: 805 15TH ST NW 3RD FLOOR
Physical Street Address 2:
Physical City: WASHINGTON
Physical State: DC
Physical Foreign Province:
Physical Zip/Postal Code: 20005-2292
Physical Country: USA

Mailing Name: THOMPSON MEDIA GROUP LLC D/B/A THE PERFORMANCE INSTITUTE
Mailing Street Address 1: 5201 W KENNEDY BLVD
Mailing Street Address 2: SUITE 220
Mailing City: TAMPA
Mailing State: FL
Mailing Foreign Province:
Mailing Zip/Postal Code: 33609-1803
Mailing Country: USA

Business Start Date: 12/24/2010
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Partnership or Limited Liability Partnership

Business Types/Grants

LJ - Limited Liability Company
VN - Contracts
2X - For-Profit Organization

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)
541611 - Administrative Management and General Management Consulting Services
541612 - Human Resources Consulting Services
541614 - Process, Physical Distribution, and Logistics Consulting Services
611430 - Professional and Management Development Training

Product Service Codes (PSC)

R407 - PROF SVCS/PROGRAM EVALUATION
R420 - CERTIFICATIONS & ACCREDIT PROD
R498 - PATENT AND TRADEMARK SERVICES
R506 - STUDY/DATA - OTHER THAN SCIENT
R552 - STUDY/MANPOWER
R554 - STUDY/ACQUISITION POLICY/PROCE
U001 - LECTURES FOR TRAINING
U008 - TRNG/CIRRICULUM DVLP
U009 - EDUCATION
U010 - CERT & ACCREDIATIONS FOR EDUCA

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541612	Human Resources Consulting Services	No	No
541614	Process, Physical Distribution, and Logistics Consulting Services	No	No
611430	Professional and Management Development Training	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

Government Business Alternate POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207
Country: USA
U.S. Phone: 727-289-2899
Non-U.S. Phone:
Fax: 866-234-0681

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: ANA M HAAKINSON
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207

Electronic Business Alternate POC

Name: JENNIFER MUELLER
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005-2207

Country: USA
U.S. Phone: 727-289-2899
Non-U.S. Phone:
Fax: 866-234-0681

Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

EPLS

Excluded Parties List System

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

DUNS : 966908704

As of 19-Aug-2011 10:20 AM EDT

Save to MyEPLS

Your search returned no results.

We recommend an Advanced Search by **Exact Name** or **Partial Name** as all records may not include a **DUNS**.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

EPLS

Excluded Parties List System

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Agency & Acronym Information

- > Agency Contacts
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- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : The PERFORMANCE INSTITUTE

As of 19-Aug-2011 10:22 AM EDT

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
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- > Privacy Act Provisions
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- > Advanced Archive Search
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Contact Information

- > For Help: Federal Service Desk

PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING

FAPIIS REPORTS

Awardee: **THOMPSON MEDIA GROUP LLC**

Return To Search Results Back

Summary of All Reports

Select radio button to see the report type details

Select	Report Type	Count
	Administrative Agreement	[illegible]
	Defective Pricing	[illegible]
	DoD Determination of Contractor Fault	[illegible]
	Non-Responsibility Determination	[illegible]
	Recipient Not Qualified Determination	0
	Termination for Cause	0
	Termination for Default	0
	Termination for Material Failure to Comply	0

Select	Extended System Report Source
	Central Contractor Registration (CCR)
	PPIRS Report Cards (PPIRS-RC)
	Excluded Parties List System (EPLS)

Details of Selected Extended System Source

Central Contractor Registration (CCR)

- Question: Does your business or organization (represented by the DUNS number [illegible]) have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?
  ***Contractor Response **NO RESPONSE** [illegible] information is available [illegible] All [illegible] CCR Account which they must do each year

PPIRS Report Cards (PPIRS-RC)

*** No PPIRS Report Cards (PPIRS-RC) records were found for DUNS [illegible]

Excluded Parties List System (EPLS)

*** No matching Excluded Parties List System (EPLS) records were found based on the search criteria information we have. You may want to search EPLS directly at https://www.epls.gov/ and use the Advanced Search option to locate the entity of interest.

Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)
DUNS: 966908704
Certification Validity:
From: 08/19/2011 02:29:04 PM (EST)
To: 08/19/2012 02:29:04 PM (EST)

By submitting this certification, I, **Jennifer Mueller**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-5	Certification Regarding Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)
52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification

52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of Provision) Back to Top

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation (May 2011)

(a) *Definitions.* Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.
(c) *Representation.* By submission of its offer, the offeror represents that—
  (1) It is not an inverted domestic corporation; and
  (2) It is not a subsidiary of an inverted domestic corporation.

(End of Provision) Back to Top

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Sep 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

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READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.223-1 Biobased Product Certification (Dec 2007)

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

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READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)

(a) *Definitions.* As used in this provision—
"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007(Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or

humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) *Certification*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision) **Back to Top**

READ ONLY

☐ **Vendor will provide information with specific offers to the Government.**

☒ **I certify that I have read and understand the provision.**

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (Sep 2010)

(a) *Definition.*

"Person"—

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definiation; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification*. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements*. The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (*e.g.*,52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision) **Back to Top**

READ ONLY

☐ **Vendor will provide information with specific offers to the Government.**

☒ **I certify that I have read and understand the provision.**

52.227-6 Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

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52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those Prices
(ii) The intention to submit an offer;, or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Jennifer Mueller, VP, Business Development**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision) Back to Top

52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☒TIN on file with CCR.
- ☐TIN has been applied for.
- TIN is not required because:
- ☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- ☐Offeror is an agency or instrumentality of a foreign government; ,
- ☐Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐sole proprietorship;
- ☒Partnership;
- ☐Corporate entity (not tax-exempt);
- ☐Corporate entity (tax-exempt);
- ☐Government entity (Federal, State, or local);
- ☐Foreign government;
- ☐International organization per 26 CFR 1.6049-4;
- ☐Other

(f) Common parent.

- ☒Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐Name: N/A
  TIN: **TIN not on File with ORCA**

(End of Provision) **Back to Top**

52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐is a women-owned business concern.

(End of Provision) **Back to Top**

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐Are not ☒presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐Have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property(if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐Are not ☒presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have ☐, Have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has ☐has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision) **Back to Top**

52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (May 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision:

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 criteria in 13 CFR part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1)* Small business concern. The offeror represents as part of its offer that it ☐is, ☐is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(2)* Veteran-owned small business concern. The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(3)* Service-disabled veteran-owned small business concern.The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ☐is, ☒is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5)* Women-owned small business concern. The offeror represents that it ☐is, ☐is not a women-owned small business concern.
(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

(6) ** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:

(i) It ☐is, ☐is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) ** Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:

(i) It ☐is, ☐is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7) (i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(10) (i) General. The offeror represents that either-

(A) ☐is ☒is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or sss

(B) It ☐has ☒has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:].

(11) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It ☐is It ☒is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐is It ☒is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☒has It ☐has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒has It ☐has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☒has developed and has on file, It ☐has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not

meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Supplies."

(2) Foreign End Products:

Description:	Country of Origin:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
Other Foreign End Products:

Description:	Country of Origin:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

Description:	Country of Origin:

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

Description:	Country of Origin:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689).(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐Are, ☒Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐Have, ☒Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws,or receiving stolen property; and

(3) ☐Are, ☒Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.

(4) ☐Have, ☒Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma

Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
To view more End Products, Select page: 1 2 3 4 5 6	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture*(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

FSC Code:	**Place of Manufacture:**

(k) *Certificates regarding exemptions from the application of the Service Contract Act.*(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐does, ☒does not certify that __

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐does, ☒does not certify that __

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies ___

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☒TIN on file with CCR.
- ☐TIN has been applied for.
- TIN is not required because:
- ☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- ☐Offeror is an agency or instrumentality of a foreign government; ,
- ☐Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐sole proprietorship;
- ☒Partnership;
- ☐Corporate entity (not tax-exempt);
- ☐Corporate entity (tax-exempt);
- ☐Government entity (Federal, State, or local);
- ☐Foreign government;
- ☐International organization per 26 CFR 1.6049-4;
- ☐ Other

(5) *Common parent.*

- ☒Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐Name: N/A
  TIN: **TIN not on File with ORCA**

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate I (Apr 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c) (12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c) (10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐Black American.

☐Hispanic American.

☐Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

Alternate II (Apr 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c) (10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ☐is, ☒is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/ sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐intends, ☒does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):

(End of Provision)

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52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐intends ☒does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):

(End of Provision) Back to Top

52.219-1 Small Business Program Representations (Apr 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) ** The offeror represents as part of its offer that it ☐is, ☐is not a small business concern (see below).

NAICS:	Description:	Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐is, ☒is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) ** [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a women-owned small business concern.
(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No

541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(4) ** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision] The offeror represents as part of its offer that:

(i) It ☐is, ☐is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) ** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible for the WOSB Program in (b)(4) of this provision] The offeror represents as part of its offer that:

(i) It ☐is, ☐is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) ** [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

(7) ** [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.
(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
531120	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	No

541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541612	HUMAN RESOURCES CONSULTING SERVICES	No
541614	PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES	No
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING	No

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name " along with the Small Business Administration size standard for each NAICS code.*

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐is, ☒is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐is, ☒is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible for the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2011)

As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐Black American.

☐Hispanic American.

☐Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

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52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Alternate I (Apr 2011)

As prescribed in 19.309(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address ☐is ☒is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
To view more End Products, Select page: 1 2 3 4 5 6	

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) It ☒has It ☐has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☒has It ☐has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It ☒has developed and has on file, ☐has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)

(a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification. (Nov 2007)

(a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized

basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)certifies compliance with 52.223-4

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

Alternate I (May 2008)

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

☒I, Jennifer Mueller, VP, Business Development(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification
[Signature of the Officer or Employee]
Jennifer Mueller
[Typed Name of the Officer or Employee]

VP, Business Development
[Title]
THOMPSON MEDIA GROUP LLC (Doing Business As:PERFORMANCE INSTITUTE AMERICAN STRETEGIC MANAGEMENT INSTITUT)
[Name of Company, Firm, or Organization]
08/19/2011 02:29:04 PM
[Date]

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52.225-2 Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Supplies."

(b) Foreign End Products:

Description:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

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52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and" "United States" are defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements–Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:"

Description:	Country of Origin:

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements–Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
Other Foreign End Products:

Description:	Country of Origin:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	**Country of Origin:**

Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	**Country of Origin:**

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52.225-6 Trade Agreements Certificate (Jan 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:	**Country of Origin:**

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

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52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

☐is ☒is not a historically black college or university;

☐is ☒is not a minority institution.

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52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

(1) ☒None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) ☐Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision) **Back to Top**

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RE: Government Response to The Performance Institute's Quote
Mueller, Jennifer to: Joshua.Watkins@aqd.nbc.gov 08/15/2011 11:42 AM
Cc: "melissa.onyszko@aqd.nbc.gov"

Good Morning Joshua,

I hope this note finds you well. Once again, thank you for the opportunity to respond to the Government's response regarding our original submission for Facilitation Support to Update the NRC OIG FY 2008-2012 Strategic Plan. Attached, you will find The Performance Institute's revised Volumes (1 – 3). All changes have been "*italicized* " to allow for easier identification. Should there be any additional questions or if the Government needs more supportive documentation, please do not hesitate to contact me. We are confident in our final submission, but stand ready to clarify or answer and questions.

Thanks and we look forward to the notification of the contract award and the prospect of working with the NRC OIG.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, August 11, 2011 8:21 AM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Government Response to The Performance Institute's Quote

Good Morning,

Please see the attached Government response to The Performance Institute's quote on solicitation D11PS19004 for Facilitation SUpport to Update the NRC OIG FY 2008-2013 Strategic Plan.

If you have any questions, please feel free to contact the CO Melissa or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
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We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

PI Response RFQ#D11PS19004 V1_081511_Final.pdf PI Response RFQ#D11PS19004 V2_081511_Final.pdf

PI Response RFQ#D11PS19004 V3_081511_Final.pdf

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Government Response to The Performance Institute's Quote

Joshua Watkins to: jennifer.mueller 08/11/2011 08:21 AM
Cc: Melissa Onyszko
Bcc: Deborah.Huber

Good Morning,

Please see the attached Government response to The Performance Institute's quote on solicitation D11PS19004 for Facilitation SUpport to Update the NRC OIG FY 2008-2013 Strategic Plan.

PI response letter.pdf

If you have any questions, please feel free to contact the CO Melissa or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION SERVICES DIRECTORATE

August 10, 2011

Jennifer Mueller
The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

Dear Ms. Mueller,

The government has reviewed The Performance Institute's technical and price quotes dated May 16, 2011 for Facilitation Support to Update the NRC OIG FY 2008-2013 Strategic Plan and has the following comments:

TECHNICAL:

- The technical proposal did not indicate previous work with Offices of Inspector General. Please include examples of this type of work and demonstrate a thorough understanding of the mission of an Inspector General agency with working knowledge of both the audit and investigative functions within the OIG.

PRICE:

- On page 2 of the price quote, PI stated that you will be providing "fixed fee pricing for facilitation and consulting services." The price quote goes on to list one skill category "Executive management Consultant" to be filled by Jon Desenberg. Is this one person, Mr. Desenberg, working all the hours proposed, or is it a fixed fee per hour regardless of labor category/person doing the work?

- On page of 3 of the price quote, "PI has included production of facilitation materials, travel (in the DC Metro Area), and other potential overhead into the total investment rate listed above." The government intends on providing all printing and production materials through government resources and will not reimburse for local travel, as such these charges should not be included in any overhead rate (see Page 7 of the Solicitation). The quote should be based upon the actual quoted hourly rate and the number of actual hours quoted.

- Also on page 3, PI states that "This does not take into consideration development or customization time; therefore, rather than break out all the associated costs, PI includes the development, customization, and publication of materials in the flat, consulting rate." The quote should be based upon the actual quoted hourly rate and the number of actual hours quoted.

Please update technical and price quote as necessary and submit revised documents by 2 PM on Monday, August 15, 2011.

Sincerely,

Melissa Onyszko
Contracting Officer

The Performance Institute's Response to Solicitiation D11PS19004

Lymn, Rebeccah to: Nicole.Fuselier@aqd.nbc.gov, melissa.onyszko@aqd.nbc.gov 05/16/2011 09:56 AM

Cc: "Mueller, Jennifer", "Desenberg, Jon"

The Performance Institute is pleased to present a proposal of services to the Nuclear Regulatory Commission (NRC), The Office of Inspector General (OIG) for Facilitation Support to Update the NRC OIG FY 2008-2013 Strategic Plan. The Performance Institute is a private, non-partisan think-tank improving government results through the principles of performance, competition, transparency, and accountability.

The Performance Institute's services are geared specifically to federal, state, and local governments to provide access to comprehensive and experience-tested methodologies on organizational improvement, change and accountability. The Performance Institute's strategic consulting services focus on a comprehensive set of organizational performance issues, including strategic planning, performance measurement, resource alignment/management, reporting and evaluation, workforce, project management and process improvement.

This proposal of services includes all required information as specified in the solicitation, to include each volume (Volume 1: Technical, Volume 2: Past Performance, and Volume 3: Price) in separate attachments.

We are confident the materials provided in our response equip NRC OIG with a sufficient understanding of The Institute's expertise and capabilities to provide quality consultant services that meet all the requirements stated in the Statement of Work of this solicitation. Should there be any questions with regard to the materials, The Institute or its response, please do not hesitate to contact me.

Jennifer E Mueller

Kindest Regards,

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: 703.447.2895

Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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image002.gif image001.jpg PI Response RFQ#D11PS19004 V3.pdf PI Response RFQ#D11PS19004 V1.pdf

PI Response RFQ#D11PS19004 V2.pdf

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THIS FORM MUST BE RETURNED AND ATTACHED TO THE RFQ PACKAGE

NBC

ACQUISITION
SERVICES DIRECTORATE
Herndon

RFQ #: D11PS19004

RFQ Title: FY 2008-2013 Strategic Plan

Subject: Vendor Verification of appropriate use of the GSA FSS Schedule.

I hereby verify that the price quote is submitted in accordance with our GSA FSS schedule Number: GS10F026 and is within the scope of the referenced GSA schedule contract.

Signature: ______________________ Date: May 13, 2011

Print Full Name Jennifer Mueller

Position Title: Vice President, Consulting Services

Contact Information:

Phone: 202-739-9619

Fax: 866-234-0680

Email: Jennifer.Mueller@PerformanceInstitute.org

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. ›NTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. PO-0007	3. EFFECTIVE DATE April 30, 2007	4. REQUISITION/PURCHASES REQ. NO.	5. PROJECT NO. (If applicable) 874
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

GSA, Management Services Center
Acquisition Division (10FTA)
400 15th Street SW
Auburn, WA 98001-6599

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)

Performance Institute, The
1515 N. Courthouse Rd., Suite 600
Arlington, VA 22201 2909

(3)

☐ 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO
GS-10F-0261M

10B. DATED (SEE ITEM 13)
April 30, 2002

CODE | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, by one of the following methods:

(a) By completing Item 8 and 15, and returning _________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this solicitation and is amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(3) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER (Specify type of modification and authority)
Unilateral Modification IAW Clause I-FSS-163 Option To Extend The Term Of The Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

The above numbered contract under Federal Supply Schedule Industrial Group 874 - MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS) is hereby modified as follows:

In accordance with Clause I-FSS-163 Option to Extend the Term of the Contract (Evergreen), Contract No. GS-10F-0261M is hereby modified as follows:

The contract period is hereby extended until April 29, 2012. The contract prices for Option Period 1 are to remain in effect as attached. The IFF Reduction is included in the pricing.

Note: Failure to update your electronic file submission in accordance with contract clause 552.243-72 will adversely impact the customer's ability to utilize your services.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristann Montague, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Kristann [signature] (Signature of Contracting Officer)	16C. DATE SIGNED 4/23/07

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STANDARD FORM 30 (REV. 10-85)
Prescribed by GSA
FAR (48 CFR) 53.243

SINs 874-1, 874-2, 874-6, and 874-7

Labor Categories	6/2006 to 6/2007	6/2007 to 6/2008	6/2008 to 6/2009	6/2009 to 6/2010	6/2010 to 6/2011	6/2011 to 6/2012
Executive Management Consultant	$322.99	$335.91	$349.35	$363.32	$377.85	$392.97
Senior Management Consultant	$269.16	$279.93	$291.12	$302.77	$314.88	$327.47
Senior Principal Consultant	$222.97	$231.89	$241.16	$250.81	$260.84	$271.28
Senior Researcher/Senior Facilitator	$215.32	$223.93	$232.89	$242.21	$251.89	$261.97
Senior Consultant	$198.33	$206.26	$214.51	$223.09	$232.01	$241.29
Management Consultant	$170.00	$176.80	$183.87	$191.22	$198.87	$206.83
Principal Consultant	$141.66	$147.33	$153.22	$159.35	$165.72	$172.35
Researcher/Consultant	$113.33	$117.86	$122.57	$127.48	$132.58	$137.89
Technical Writer/Consultant	$90.67	$94.30	$98.07	$101.98	$106.06	$110.30
Project Coordinator/Consultant	$62.33	$64.82	$67.41	$70.11	$72.92	$75.84

SIN 874-4

Training Courses	Price
Designing and Implementing Performance Measurement in Government	$4,852.47
Performance-based Contracting in Government	$4,852.47
Crafting Employee Performance Plans: From SES to Line Managers and Employees	$4,852.47
Outsourcing in Government: A-76 and Competitive Sourcing	$4,852.47
Strategic Planning in Government	$4,852.47
Change Management in Government	$4,852.47
Performance-based Budgeting in Government	$4,852.47

The above prices include an Industrial Funding Fee (IFF) of ¾ of 1%.

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ACQUISITION SERVICES DIRECTORATE
Herndon

Justification for the Use of Options
"Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" – D11PS19004

FINDINGS

This Determination and Findings is being prepared in accordance with Federal Acquisition Regulation (FAR) 17.205, "Documentation."

The Nuclear Regulatory Commission, Office of Inspector General, requires contractor assistance to update their Fiscal Year 2008-2013 Strategic Plan. The anticipated period of performance is five months to include the preparation, review, and finalization of the updates. However, in the event the government requires additional time for review or the contractor requires time for finalization of the updates, the order will include Federal Acquisition Regulation (FAR) 52.217-8 "Option to Extend Services." Including FAR 52.217-8 will allow the Government to extend the term of the contract up to six additional months, if necessary. In accordance with FAR 52.217-8, the Government may require continued performance of any services within the limits and at the rates specified in the contract by written notice to the Contractor within 7 days of the time when the continued performance is required.

DETERMINATION

Based on the facts presented above, it is determined that the inclusion of the option is in the best interest of the Government.

Nicole M Fuselier — 5/2/11
Nicole Fuselier — Date
Contract Specialist

Melissa A Onyszko — 5/2/11
Melissa A. Onyszko — Date
Contracting Officer

ACQUISITION SERVICES DIRECTORATE
Herndon

Determination and Findings

Authority to use a labor-hour task order for Services in accordance with FAR 12.207(b)(1)(i)(A) for solicitation D11PS19004, "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan."

Findings

1. This requirement is for the Nuclear Regulatory Commission (NRC). NRC has a requirement for the services of facilitation support to update the NRC-OIG FY 2008-2013 Strategic Plan. The overall purpose of this contract is to obtain a highly experienced strategic planning contractor to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with newly enacted legislation and all other applicable laws and directives. The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework and requires updates.

2. This order is for a total of 5 months. The total estimated amount of the task order is $38,000.

3. Market research showed that there were 1,609 vendors under Federal Supply Schedule 874 - Mission Oriented Business Integrations Services (MOBIS), Special Item Number (SIN) 874-1 – MOBIS Consulting Services.

4. A labor-hour type task order is considered appropriate for the proposed acquisition because the Government cannot accurately estimate the extent or duration of the work or anticipate costs with any reasonable degree of certainty. The contract for the original drafting of the 2008-2013 Strategic Plan was awarded in 2007. The contract included numerous firm-fixed-price line items for the kick-off meeting, facilitation sessions, facilitation session summary reports, and the final draft strategic plan. There was one labor-hour line item for additional consultation services. During discussions with the client regarding the current solicitation it was determined that a labor-hour contract would be in the best interest of the government. The client had wanted additional facilitation sessions on the previous award; however, the government had only priced out four of these facilitation sessions. Additionally, the client had indicated that the firm-fixed-price structure did not provide the flexibility that was needed during the original award as the exact amount of hours required for performance differed from what was anticipated.

4. Based on the information presented in three (3), above, the exact amount of labor required to complete this effort is unknown and cannot be determined at this time as the services are for consultation and updating of the Strategic Plan. Therefore, a fixed price task order could not be used because the hours used to calculate a fixed price task order are not determinable.
5. The Government may be able to bench mark future acquisitions for updates to the Strategic Plan to reflect a fixed price amount.

Determination

On the basis of the above findings, I hereby determine that no contract type other than labor-hour is suitable for this acquisition.

Nicole Fuselier
Contract Specialist

5/2/11
Date

Melissa Onyszko
Contracting Officer

5-2-11
Date

ACQUISITION PLAN
Solicitation No. D11PS19004
Facilitation Support to Update the
NRC-OIG FY 2008 – 2013 Strategic Plan

This acquisition plan is being prepared in accordance with FAR 7.105 "Contents of Written Acquisition Plans," and AQD policy NBCM-ACQ-6900-035 "Market Research and Acquisition Planning."

(a) Acquisition Background and Objectives.

(1) Statement of Need.

a. **Project Purpose, Alternatives, and Related Projects.**

1. Purpose

The purpose of this requirement is to obtain a highly experienced strategic planning contractor to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the Government Performance and Results Act (GPRA) of 1993; the GPRA Modernization Act of 2010 and applicable Federal directives.

2. Acquisition Alternatives.

N/A. Contractor assistance is necessary.

3. Related Projects.

The original NRC OIG Fiscal Years 2008-2013 Strategic Plan was written under the auspices of AQD contract number 0407TO67638, which had a period of performance from 06/12/07-12/31/07.

b. **Background Statement.**

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008. The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework and requires updates.

(2) Applicable Conditions.

a. **Compatibility.**

The development activity under this acquisition must incorporate what has already been developed.

b. **Constraints.**

The main schedule constraint regarding this is to ensure that this task order is awarded by June 1, 2011 to ensure the OIG final draft strategic plan to the NRC OIG project officer is completed by July 27, 2011.

(3) Cost.

The Government's cost goal in this acquisition is to obtain fair and reasonable price. Life-cycle and design-to-cost do not specifically apply to this acquisition. A should-cost review will not be done as the award will be competitive. The Task Order will be awarded on a labor-hour (T&M/LH) basis.

(4) Capability or Performance

The contractor must be able to provide the professional services and deliverables identified in the statement of work.

(5) Delivery or Performance-period Requirements.

a. **Period of Performance/Basis.**

The work under this Task Order is severable; the period of performance is anticipated to be from date of award through five months.

b. **Reporting Requirements and Deliverables.**

Specific deliverables will be set forth in the Order.

(6) Trade-offs.

A best value to the Government source selection that considers personnel qualifications, availability and experience, past performance and understanding the contract requirement will be used to select the contractor. In the determination of best value, the Government may perform some trade-offs, such as price-technical trade-off analysis based on significant difference between proposals. Although the evaluated price to the Government is an element to be taken into consideration in the overall integrated assessment of the quotes, the technical evaluation factors taken as a group are significantly more important than price.

(7) Risks.

i. Technical risks are considered moderate for this acquisition.

ii. Cost risks are considered low for this acquisition. The task order will be competitive.

iii. Schedule risks are considered high for this acquisition. Award needs to be made by June 1, 2011.

(8) Acquisition Streamlining.

Acquisition streamlining will not be utilized for this acquisition.

(b) Plan of action.

(1) Sources/ Market Research Report

As part of our market research, we used the original order as a reference that was awarded to Cooperative Personnel Services, as well as researched the three vendors that NRC knew of who performed these services. We discovered two of these vendors have GSA MOBIS schedules; and under the MOBIS schedule, there were several vendors listed that could perform this service.

The solicitation will be posted to GSA's ebuy utilizing SIN 874-2 under the Mission Oriented Business Integrated Services (MOBIS) schedule.

The NAICS Code for this acquisition is 541611 entitled "Administrative Management Consulting Services". The Product Service Code is R409 entitled "Program Review, Development Services."

(2) Competition.

The solicitation will be posted to GSA's ebuy system.

(3) Source Selection Procedures.

Offerors will respond to a statement of work that will be posted in the solicitation.

a. **Technical Evaluation Criteria.**

The technical quote will be evaluated on the following factors: 1) Personnel Qualifications, Availability and Experience (70%); 2) Past Performance (15%); and 3) Understanding the Contract Requirements (15%). Adjectival ratings associated with numerical scores will be utilized and then weighted.

b. **Cost/Price Significance.**

The Government is interested in obtaining the best value. Technical factors are considered to be more important than price and are weighted as stated in (b)(3)(a).

(4) Acquisition Considerations.

i. The Task Order will be awarded on a labor-hour (LH) basis. Performance-based acquisition procedures will not be utilized as the task order will be labor-hour.

ii. Discussion of other acquisition considerations:

N/A.

(5) Budgeting and Funding.

Interagency Agreement NRC30110013 totaling $40,000 was accepted on April 6, 2011.

(6) Service Descriptions.

The technical requirements for the services will be described in a statement of work, ensuring clarity of the government's requirements. Performance-based acquisition descriptions will not be utilized as the Task Order will be labor-hour.

(7) Priorities, allocations, and allotments.

This section does not apply. While there is a requirement date, it is not urgent as described in FAR 6.302-2.

(8) Contractor versus Government Performance.

N/A

(9) Inherently Governmental Functions.

The services within the statement of work are not considered to be inherently governmental functions, as will be certified by NRC on their Interagency Agreement Part B.

(10) Management Information Requirements.

The Government will monitor the Contractor's performance through various inspection clauses included in the award, including the appropriate FAR clauses along with Contracting Officer added clauses.

(11) Make or Buy.

Make or buy considerations as described in FAR 15.407-2 do not apply to this acquisition.

(12) Test and Evaluation.

N/A.

(13) Logistics Considerations.

i. In regards to assumptions:

The Contractor will conduct the facilitation sessions at the Nuclear Regulatory Commission located at 11555 Rockville Pike, Rockville, MD. The Contractor will perform all other work at its own location.

ii. Quality Assurance Requirements and Warranties.

N/A.

iii. Data Rights

The data rights clauses in the contract ensure that all data used or developed in execution of task order is the property of the government, will be maintained for future reference, and will be used to support future competitive acquisitions.

iv. Standardization.

Standardization does not apply to this acquisition.

(14) Government Furnished Property (GFP/E).

NRC/OIG will provide the meeting space and on-site equipment for the facilitation sessions.

(15) Government Furnished Information (GFI).

N/A. The contractor can obtain all information on the web.

(16) Environmental and Energy Conservation Objectives.

N/A.

(17) Security Considerations.

Classified information does not apply to this acquisition or routine access to government facilities.

(a) Homeland Security Presidential Directive/HSPD-12.

N/A. The contractor will have escorted access only.

(b) Privacy Act.

N/A. the solicitation is not for development or modification of a system of records.

(c) Federal Information Security Management Act (FISMA).

N/A. This requirement is not IT related.

(18) Contract Administration.

The contract's administration will be performed by the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR).

(19) Other Considerations.

N/A. Not IT related.

(20) Milestones for the Acquisition Cycle.

See Attached.

(21) Identification of Participants in Acquisition Plan Preparation.

Acquisition Services Directorate/NBC
Melissa Onyszko, Contracting Officer,

Phone: (703) 964-3638 Email: Melissa.Onyszko@aqd.nbc.gov
Nicole Fuselier, Contract Specialist,
Phone: (703) 964-4809 Email: Nicole.Fuselier@aqd.nbc.gov

NRC-OIG
Lynn Fort, Contracting Officer Technical Representative (COTR)
Phone: (301) 415-5973 Email: Lynn.Fort@nrc.gov
Deborah Huber, Director, Resource Management and Operations Support
Phone: (301) 415-5978 Email: Deborah.Huber@nrc.gov

APPROVED:

Lynn M Fort

Lynn Fort
Contracting Officer's Technical Representative

4/19/11
Date

Melissa Onyszko

Melissa Onyszko
Contracting Officer

4/19/11
Date

Fw: Award Status_ RFQ# D11PS19004

Nicole M Fuselier to: Joshua Watkins 11/03/2011 11:31 AM

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

----- Forwarded by Nicole M Fuselier/NBC/OS/DOI on 11/03/2011 11:31 AM -----

From:	"Green, Kim" <Kim.Green@us.gt.com>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Ayres-Beezer, Tatiana" <Tatiana.Ayres-Beezer@us.gt.com>
Date:	11/03/2011 11:29 AM
Subject:	Award Status_ RFQ# D11PS19004

Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Dear Ms. Fuselier:

I'm writing to follow-up on the award status of the proposal mentioned above. If you have any updates regarding this work or a timeframe for award, please reply at your earliest convenience.

Thank you.

Warm Regards,

Kim Green | Senior Marketing Associate
Grant Thornton LLP
333 John Carlyle, Suite 500 | Alexandria, VA | 22314 | United States
T (direct) +1 703 637 2826 | **T (internal)** 72826
F +1 703 837 4455
E kim.green@us.gt.com | **W** www.grantthornton.com

Grant Thornton

Audit • Tax • Advisory

PEG HUISEK

JOSH + MELISSA

HOWARD

Re: Conference room and conference phone line
Christine Farhood to: Joshua Watkins 09/13/2011 11:51 AM

History: This message has been replied to and forwarded.

Hi Joshua,

I have reserved the Potomac for Thursday from 2-3. The Reston is reserved for Friday from 9:30-10:30.

Your bridge line for both meetings are as follows:

[redacted]

Leader - [redacted]

Pass Code - [redacted]

Best Regards,
Chris

Christine Farhood
Administrative Assistant
Martek Global/On Assignment at the
Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon, VA 20170
An ISO 9001 Certified Organization
National Business Center
U.S. Department of the Interior
703.964.3609 (Office)
703.964.8440 (Fax)
christine.farhood@aqd.nbc.gov

We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

Joshua Watkins Good Morning, We would like to request a confe... 09/13/2011 10:10:08 AM

From: Joshua Watkins/NBC/OS/DOI
To: Christine Farhood/Contractor/NBC/OS/DOI@DOI
Cc: Melissa Onyszko/NBC/OS/DOI@DOI
Date: 09/13/2011 10:10 AM
Subject: Conference room and conference phone line

Good Morning,

We would like to request a conference room and a conference phone line for the following times.

Thursday 9/15/11 from 2:00 to 3:00 PM.
Friday 9/16/11 from 9:30 to 10:30 PM.

With thanks,
Joshua

Re: Solicitation D11PS19004 Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013
Melissa Onyszko to: Kay Hudson 09/16/2011 07:35 AM
Cc: Gerry Brokaw, Joshua.Watkins

Good morning Kay,
Deb Huber was representing NRC for the call; however, we do not release the names of the individuals that provided past performance information and those that participated on the technical evaluation team. Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov

We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From:	Kay Hudson <kay.hudson@highperformanceorg.com>
To:	Joshua.Watkins@aqd.nbc.gov
Cc:	melissa.onyszko@aqd.nbc.gov, Gerry Brokaw <gbrokaw@highperformanceorg.com>
Date:	09/15/2011 04:46 PM
Subject:	Re: Solicitation D11PS19004 Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Joshua,

Gerry and I would like to thank you once again for arranging and holding the de-brief on our proposal this afternoon. We learned a great deal from the experience and will be much better prepared to provide proposals in the future based on the feedback you and your team provided. I did have one follow-up question. We do not have a record of who provided evaluations of our work. Can you provide the names or organizations that evaluated us?

We hope there is an opportunity to work with NRC in the future. If we can ever assist you, please let us know.

Very sincerely,
Kay Hudson

On Wed, Sep 14, 2011 at 8:16 AM, Kay Hudson <kay.hudson@highperformanceorg.com>
wrote:
Joshua,

Thank you very much for setting up this conference call to de-brief me on our unsuccessful proposal. I have asked Gerry Brokaw, a CCHPO principal, to attend also. His goal is the same as mine - to understand how we can improve our proposals to be more responsive to RFQs.

We look forward to talking with you Thursday.
Kay

On Tue, Sep 13, 2011 at 12:08 PM, <Joshua.Watkins@aqd.nbc.gov> wrote:

Good Afternoon,

I have set up a conference line at 2:00 PM EST on Thursday 09/15/11 for your verbal debrief. The call in number is (b) (5) [redacted] and the pass code is (b) (5) [redacted]

As we are doing a verbal debrief we will not be providing the information discussed in the conference in a written format. However, should there be any additional questions that are unanswered at the time of the debrief we will be happy to provide you with a written response to those questions as appropriate.

If you have any questions, please feel free to let us know.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: Kay Hudson <kay.hudson@highperformanceorg.com>

To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Date: 09/12/2011 06:29 PM
Subject: Re: Solicitation D11PS19004 Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Thursday afternoon would be preferable. Thank you Joshua.
Kay

Sent from my iPhone

On Sep 12, 2011, at 4:21 PM, Joshua.Watkins@aqd.nbc.gov wrote:

Good Afternoon Kay,

We have availability for a conference call after Noon on Thursday, or in the Morning on Friday. Let us know your preference and we can set up a conference line.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From: Kay Hudson <kay.hudson@highperformanceorg.com>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 09/12/2011 01:40 PM
Subject: Re: Solicitation D11PS19004 Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Joshua,
Thank you for your assistance. Since I am new at writing proposals for my group, I am learning about what organizations are looking for. I don't need lengthy analysis. I just need quick conversation by phone or email about what made their proposal more responsive. If it is something simple like they have worked with this group before, that is fine too.

Again, thank you.
Kay

Sent from my iPhone

On Sep 12, 2011, at 12:18 PM, Joshua.Watkins@aqd.nbc.gov wrote:

Good Afternoon Kay,

I am still trying to find available times for a conference call. Did you have specific questions, or did you just want a general overview regarding your proposal?

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

--
Kay Hudson
Chicago Center for High Performance Organizations
6262 Edgebrook Lane

Indian Head Park, IL 60525

cell: 843.754.5603
home: 708.246.4380
kay.hudson@highperformanceorg.com

--

Kay Hudson
Chicago Center for High Performance Organizations
6262 Edgebrook Lane
Indian Head Park, IL 60525

cell: 843.754.5603
home: 708.246.4380
kay.hudson@highperformanceorg.com

MELISSA JOSH "AY HUDSON
DEB HUBER GERRY BROKAW

Re: Conference room and conference phone line
Christine Farhood to: Joshua Watkins 09/13/2011 11:51 AM

History: This message has been replied to and forwarded.

Hi Joshua,

I have reserved the Potomac for Thursday from 2-3. The Reston is reserved for Friday from 9:30-10:30.

Your bridge line for both meetings are as follows:

[redacted]

Leader - [redacted]

Pass Code - [redacted]

Best Regards,
Chris

Christine Farhood
Administrative Assistant
Martek Global/On Assignment at the
Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon, VA 20170
An ISO 9001 Certified Organization
National Business Center
U.S. Department of the Interior
703.964.3609 (Office)
703.964.8440 (Fax)
christine.farhood@aqd.nbc.gov

Joshua Watkins Good Morning, We would like to request a confe... 09/13/2011 10:10:08 AM

From: Joshua Watkins/NBC/OS/DOI
To: Christine Farhood/Contractor/NBC/OS/DOI@DOI
Cc: Melissa Onyszko/NBC/OS/DOI@DOI
Date: 09/13/2011 10:10 AM
Subject: Conference room and conference phone line

Good Morning,

We would like to request a conference room and a conference phone line for the following times.

Thursday 9/15/11 from 2:00 to 3:00 PM.
Friday 9/16/11 from 9:30 to 10:30 PM.

With thanks,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Re: DUNS mismatch with NG for GSA contract
Melissa Onyszko to: Kathleen Burke 09/07/2011 06:48 AM
Cc: AQD-Herndon PD-NG Support, Joshua Watkins

Thanks! We'll go ahead and award.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

Kathleen Burke NG should not stop the award process. My sugg... 09/06/2011 05:01:48 PM

From:	Kathleen Burke/NBC/OS/DOI
To:	Joshua Watkins/NBC/OS/DOI@DOI
Cc:	AQD-Herndon PD-NG Support, Melissa Onyszko/NBC/OS/DOI@DOI
Date:	09/06/2011 05:01 PM
Subject:	Re: DUNS mismatch with NG for GSA contract

NG should not stop the award process. My suggestion would be to use the Correct duns in PD and lets hold off for about a week on the NG. If they don't complete their changes to the gsa contract then we will proceed up the ladder. let me know the status in a week.

If you have any Herndon - PD or FPDS-NG questions, please email us under AQD-Herndon PD-NG Support (pdngsupport@aqd.nbc.gov) Passwords can not be reset via phone calls - please email the request.

Thanks,

Kathleen Burke
Business Specialist
PD Functional Administrator - Herndon
FPDS-NG Functional Administrator - NBC

Acquisition Services Directorate
703-964-8427 (ofc) 571-262-9733 (cell)
Kathleen.Burke@aqd.nbc.gov
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

Joshua Watkins	Good Morning, We are still having this issue wit...	09/06/2011 11:04:49 AM
Joshua Watkins	Good Morning, We are preparing an award agai...	08/31/2011 08:57:20 AM

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PD19004 – NRC FY 2008-2013 Strategic Plan	CS: Joshua Watkins CO: Melissa Onyszko

Check One:

☐ Pre-Solicitation Documents ☐ Solicitation ☒ Award ☐ Modification ☐ Protest ☐ Termination

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	Action Required	Name	Concur / Approve / Reject (indicate with or w/o comments)	Signature	Date
Peer	Concur	Don Abamonte	Concur w/ comments	[signature]	29 Aug 2011
CO	Concur	Monyszko	Con/w/Com.	Monyszko	30 Aug 11

Reviewer Name: Don Abamonte Comments: Grammar on Award Summary	Resolution of Comments: – Corrected	Initials & Date: 8/30/11

Reviewer Name: Onyeckd Comments: See MAR Changes. ADD DUNS, TIN, IAE TO AWARD SELECT BUS. SIZE on 347. (CLASS)	Resolution of Comments: – corrected – Added – Added	Initials & Date: JW 8/30
Reviewer Name: Comments:	Resolution of Comments:	Initials & Date:
Reviewer Name: Comments:	Resolution of Comments:	Initials & Date:
Reviewer Name: Comments:	Resolution of Comments:	Initials & Date:

Project Title: NRC OIG FY 2008-2013 Strategic Plan
Award Effective Date: 09/07/11
Solicitation Number: D11PS19004
Award Number: D11PD19004
Client Agency Name: Nuclear Regulatory Commission
Successful Offeror Name: The Performance Institute;
Successful Offeror DUNS: 966908704; TIN: 27-4171276
Interagency Agreement Number: NRC30110013
Total Estimated Price: $50,423.69;
Total Period of Performance (POP): 09/07/11-03/01/12
Contract Type: Labor-Hour
NAICS:541611
PSC:R409
Contracting Officer (CO): Melissa Onyszko

Description:
The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008. The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework and requires updates.

Acquisition Procedures:
The Request for Quote was issued on GSA E-Buy on 05/05/11. All questions were received by 05/10/11. Amendment 1 was issued on 05/11/11. Amendment 1 posted the past performance questionnaire in Word format on the GSA E-Buy website and answered questions related to the solicitation. The solicitation closed on 05/16/11. Due to evaluation delays the PoP for the contract was changed. A request for extension and quote validity with the new dates was sent to all offerors on 07/13/2011.

Socioeconomic Programs: The acquisition was not set aside for small businesses. but on GSA E-Buy three small businesses were checked to receive the RFQ.

Market Research/Acquisition Plan: There were capable offerors on the Federal Supply Schedule, Mission Oriented Business Integrated Services (MOBIS) Schedule, SIN 874-1. After performing market research on sources the Contracting Officer (CO) decided to post the solicitation using GSA E-Buy. The market research related to this acquisition is documented in the Market Research section of the file. The acquisition plan was signed by the CO on 04/19/11.

Limitations on Competition: There were no limitations on competition.

Performance-Based Acquisition: The scope of work was released as a Statement of Work. The determination and findings for the use of a time-and-materials/labor-hour type contract was signed by the CO on 05/02/11. The justification for the use of options was signed on 05/02/11.

Advertising and Competition Procedures: The solicitation was posted to GSA E-Buy on 05/05/11 with a closing date and time of 05/16/11, 10 AM ET.

Source Selection: Timely offers were received from the following: 1) Commonwealth Center for High Performance Organizations, Inc, 2) The Performance Institute, 3) Grant Thornton, 4) LMI, 5) The Summit Group, and 6) Strategy Management Group.

The request for quote indicated that the government would award a contract "to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factor considered." Evaluation factors were weighted as follows:

Personnel Qualifications, Availability, and Experience (70%); Understanding the contract requirements (15%); and, Past Performance (15%).

The numerical scores associated with the ratings were as follows:
Outstanding – 5; Excellent - 4; Good – 3; Fair – 2; Poor -1; and, Unsatisfactory - 0

(b) (5)

[redacted]

[redacted]

The ratings are as follows:

Offeror	Qualifications, Availability, Experience	70 %	Understanding Contract Requirements	15%	Past Performance	15%	Total Score
Strategy Management Group, Inc	[redacted]						
Commonwealth Center for High Performance Organizations							
Grant Thornton							
LMI							
The Summit Group							
The Performance Institute							

Price Analysis: The Independent Government Cost Estimate (IGCE) totaled [redacted] for this requirement. The following price offers were received by the Government.

[redacted]

(b) (5)

[redacted]

Responsibility: (b) (5) [redacted]

(b) (5)

[redacted]

Award Decision: Based on the information above, The Performance Institute's quote represents the best value to the government, as their quote received the highest overall rating and their price is considered fair and reasonable. Funding is being utilized in accordance with the bona fide need.

Prepared By:

Joshua Watkins
Contract Specialist

8/29/2011
Date

Approval:

Melissa Onyszko
Contracting Officer

8/30/11
Date

ORDER FOR 'PLIES OR SERVICES

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

1. DATE OF ORDER: 08/31/2011	2. CONTRACT NO. (If any): GS10F0261M
3. ORDER NO.: D11PD19004	4. REQUISITION/REFERENCE NO.

5. ISSUING OFFICE (Address correspondence to)

NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon VA 20170-4817

6. SHIP TO:

a. NAME OF CONSIGNEE: No Shipping Information

b. STREET ADDRESS

c. CITY | d. STATE | e. ZIP CODE

f. SHIP VIA

7. TO:

a. NAME OF CONTRACTOR: **Jennifer Mueller 202.739.9619**

b. COMPANY NAME: **THOMPSON MEDIA GROUP LLC**

c. STREET ADDRESS: **805 15TH ST NW 3RD FLOOR**

d. CITY: **WASHINGTON** | e. STATE: **DC** | f. ZIP CODE: **20005-2292**

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☒ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
2011 - - NR 6940 - - 252J - - NPA57 - - - 150429 - - 1K - 69 - - -

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF: a. INSPECTION | b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

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)
	SEE LINE ITEM DETAIL			$	$	

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOT. (Cont. pages)

21. MAIL INVOICE TO: No Contacts Identified

a. NAME: GovPay Electronic Invoicing at http:www.govpay.gov

b. STREET ADDRESS (or P.O. Box): e-mail: HelpDesk@govpay.gov , Phone: 703-964-8802 ,

c. CITY | d. STATE | e. ZIP CODE

17(i) GRAND TOTAL: $50,423.69

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): Melissa Onyszko
TITLE: CONTRACTING/ORDERING OFFICER

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS	GROSS WEIGHT		RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

ORDE OR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2011	GS10F0261M	D11PD19004

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a ~~Labor-Hours Type~~ Contract. *BIS Project Number: 64125*					
0001	Executive ~~Management Consultant~~	157.00	AU	$ 321.170	$ 50,423.69	
	Start Date 09/07/2011 *End Date* 03/01/2012					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $50,423.69

ACQUISITION SERVICES DIRECTORATE

NBC

Project Title: NRC OIG FY 2008-2013 Strategic Plan
Award Effective Date: 09/07/11
Solicitation Number: D11PS19004
Award Number: D11PD19004
Client Agency Name: Nuclear Regulatory Commission
Successful Offeror Name: The Performance Institute;
Successful Offeror DUNS: 966908704; TIN: 27-4171276
Interagency Agreement Number: NRC30110013
Total Estimated Price: $50,423.69;
Total Period of Performance (POP): 09/07/11-03/01/12
Contract Type: Labor-Hour
NAICS:541611
PSC:R409
Contracting Officer (CO): Melissa Onyszko

Description:
The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008. The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework and requires updates.

Acquisition Procedures:
The Request for Quote was issued on GSA E-Buy on 05/05/11. All questions were received by 05/10/11. Amendment 1 was issued on 05/11/11. Amendment 1 posted the past performance questionnaire in Word format on the GSA E-Buy website and answered questions related to the solicitation. The solicitation closed on 05/16/11. Due to evaluation delays the PoP for the contract was changed. A request for extension and quote validity with the new dates was sent to all offerors on 07/13/2011.

Socioeconomic Programs: The acquisition was not set aside for small businesses, but on GSA E-Buy three small businesses were checked to receive the RFQ.

Market Research/Acquisition Plan: There were capable offerors on the Federal Supply Schedule, Mission Oriented Business Integrated Services (MOBIS) Schedule, SIN 874-1. After performing market research on sources the Contracting Officer (CO) decided to post the solicitation using GSA E-Buy. The market research related to this acquisition is documented in the Market Research section of the file. The acquisition plan was signed by the CO on 04/19/11.

Limitations on Competition: There were no limitations on competition.

Performance-Based Acquisition: The scope of work was released as a Statement of Work. The determination and findings for the use of a time-and-materials/labor-hour type contract was signed by the CO on 05/02/11. The justification for the use of options was signed on 05/02/11.

Advertising and Competition Procedures: The solicitation was posted to GSA E-Buy on 05/05/11 with a closing date and time of 05/16/11, 10 AM ET.

Source Selection: Timely offers were received from the following: 1) Commonwealth Center for High Performance Organizations, Inc, 2) The Performance Institute, 3) Grant Thornton, 4) LMI, 5) The Summit Group, and 6) Strategy Management Group.

The request for quote indicated that the government would award a contract "to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factor considered." Evaluation factors were weighted as follows:

Personnel Qualifications, Availability, and Experience (70%); Understanding the contract requirements (15%); and, Past Performance (15%).

The numerical scores associated with the ratings were as follows:
Outstanding – 5; Excellent - 4; Good – 3; Fair – 2; Poor -1; and, Unsatisfactory - 0

(b) (5)

[redacted]

(b) (5) [redacted]

The ratings are as follows:

Offeror	Qualifications, Availability, Experience	70 %	Understanding Contract Requirements	15%	Past Performance	15%	Total Score
Strategy Management Group, Inc	(b) (5) [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Commonwealth Center for High Performance Organizations	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Grant Thornton	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
LMI	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
The Summit Group	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
The Performance Institute	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Price Analysis: The Independent Government Cost Estimate (IGCE) totaled (b) (5) [redacted] for this requirement. The following price offers were received by the Government.

(b) (5) [redacted]

(b) (5)

[redacted]

Responsibility: (b) (5) [redacted]

Award Decision: Based on the information above, The Performance Institute's quote represents the best value to the government, as their quote received the highest overall rating and their price is considered fair and reasonable. Funding is being utilized in accordance with the bona fide need.

Prepared By:

Joshua Watkins
Contract Specialist

08/30/2011
Date

Approval:

Melissa Onyszko
Contracting Officer

8/30/11
Date

Solicitation D11PS19004
Joshua Watkins to: ml
Cc: Melissa Onyszko

09/07/2011 04:11 PM

From: Joshua Watkins/NBC/OS/DOI
To: ml@summitvalue.com
Cc: Melissa Onyszko/NBC/OS/DOI@DOI

Good Afternoon,

Please see attached letter regarding solicitation D11PS19004 for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

Unsuccessful offer - Summit Group.pdf

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION SERVICES DIRECTORATE
Herndon

September 07, 2011

The Summit Group
Attn: Dr. Max Larsen
ml@summitvalue.com
1 D Street, SE
Washington, DC 20003

RE: Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan

Dear Dr. Larsen

The United States Department of the Interior, National Business Center, Acquisition Services Directorate (DOI/NBC/AQD), has awarded a Time-and-Materials Purchase Order for "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" for the US Nuclear Regulatory Commission. The order resulted from our Request for Quotation (RFQ) No D11PS19004, under which you submitted a quote. This acquisition was conducted under FAR Part 8.4.

I. Number of Offerors solicited: Businesses were solicited through the Government point-of-entry in GSA E-Buy amongst schedule holders.

II. Number of Proposals Received: Six (6)

III. Name and address of the Offeror Receiving Award:

The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

IV. Total Awarded Date/Amount: September 07, 2011 at a total cost of $50,423.69.

V. Period of Performance: 09/07/2011 – 03/01/2012

ACQUISITION
SERVICES DIRECTORATE
Herndon

It has been determined to be in the best interest of the Government to award Order No. D11PD19004 to The Performance Institute, in the amount of $50,423.69. Award was made to the responsible Offeror whose offer, in conforming to the Solicitation, provided an overall best value to the Government.

I want to assure you that all components of your submittal were carefully considered. We appreciate your efforts in participating under this DOI/NBC/AQD competition and we encourage you to respond to any future DOI/NBC/AQD project suited to the capabilities of your organization.

Sincerely,

Melissa Onyszko

Melissa Onyszko
Contracting Officer

381 Elden Street, Suite 4000 Herndon, VA 20170 Phone 703.964.8800
www.aqd.nbc.gov

Solicitation D11PS19004
Joshua Watkins to: ccorrado 09/07/2011 04:09 PM
Cc: Melissa Onyszko

From: Joshua Watkins/NBC/OS/DOI
To: ccorrado@lmi.org
Cc: Melissa Onyszko/NBC/OS/DOI@DOI

Good Afternoon,

Please see attached letter regarding solicitation D11PS19004 for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

Unsuccessful offer - LMI.pdf

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION
SERVICES DIRECTORATE
Herndon

September 07, 2011

LMI
Attn: Christina Corrado
ccorrado@lmi.org
2000 Corporate Ridge
McLean, VA 22102

RE: Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan

Dear Ms. Corrado:

The United States Department of the Interior, National Business Center, Acquisition Services Directorate (DOI/NBC/AQD), has awarded a Time-and-Materials Purchase Order for "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" for the US Nuclear Regulatory Commission. The order resulted from our Request for Quotation (RFQ) No D11PS19004, under which you submitted a quote. This acquisition was conducted under FAR Part 8.4.

I. Number of Offerors solicited: Businesses were solicited through the Government point-of-entry in GSA E-Buy amongst schedule holders.

II. Number of Proposals Received: Six (6)

III. Name and address of the Offeror Receiving Award:

The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

IV. Total Awarded Date/Amount: September 07, 2011 at a total cost of $50,423.69.

V. Period of Performance: 09/07/2011 – 03/01/2012

ACQUISITION
SERVICES DIRECTORATE
Herndon

It has been determined to be in the best interest of the Government to award Order No. D11PD19004 to The Performance Institute, in the amount of $50,423.69. Award was made to the responsible Offeror whose offer, in conforming to the Solicitation, provided an overall best value to the Government.

I want to assure you that all components of your submittal were carefully considered. We appreciate your efforts in participating under this DOI/NBC/AQD competition and we encourage you to respond to any future DOI/NBC/AQD project suited to the capabilities of your organization.

Sincerely,

Melissa Onyszko

Melissa Onyszko
Contracting Officer

381 Elden Street, Suite 4000 Herndon, VA 20170 Phone 703.964.8800
www.aqd.nbc.gov

Solicitation D11PS19004
Joshua Watkins to: Robert.Shea 09/07/2011 04:08 PM
Cc: Melissa Onyszko

From: Joshua Watkins/NBC/OS/DOI
To: Robert.Shea@us.gt.com
Cc: Melissa Onyszko/NBC/OS/DOI@DOI

Good Afternoon,

Please see attached letter regarding solicitation D11PS19004 for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

Unsuccessful offer - Grant Thornton.pdf

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION
SERVICES DIRECTORATE
Herndon

September 07, 2011

Grant Thornton LLP
Attn: Robert Shea
Robert.Shea@us.gt.com
333 John Carlyle Street, Suite 500
Alexandria, VA 22314

RE: Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan

Dear Mr. Shea

The United States Department of the Interior, National Business Center, Acquisition Services Directorate (DOI/NBC/AQD), has awarded a Time-and-Materials Purchase Order for "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" for the US Nuclear Regulatory Commission. The order resulted from our Request for Quotation (RFQ) No D11PS19004, under which you submitted a quote. This acquisition was conducted under FAR Part 8.4.

I. Number of Offerors solicited: Businesses were solicited through the Government point-of-entry in GSA E-Buy amongst schedule holders.

II. Number of Proposals Received: Six (6)

III. Name and address of the Offeror Receiving Award:

The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

IV. Total Awarded Date/Amount: September 07, 2011 at a total cost of $50,423.69.

V. Period of Performance: 09/07/2011 – 03/01/2012

ACQUISITION SERVICES DIRECTORATE
Herndon

It has been determined to be in the best interest of the Government to award Order No. D11PD19004 to The Performance Institute, in the amount of $50,423.69. Award was made to the responsible Offeror whose offer, in conforming to the Solicitation, provided an overall best value to the Government.

I want to assure you that all components of your submittal were carefully considered. We appreciate your efforts in participating under this DOI/NBC/AQD competition and we encourage you to respond to any future DOI/NBC/AQD project suited to the capabilities of your organization.

Sincerely,

Melissa Onyszko
Contracting Officer

381 Elden Street, Suite 4000 Herndon, VA 20170 Phone 703.964.8800
www.aqd.nbc.gov

Solicitation D11PS19004
Joshua Watkins to: gbrokaw
Cc: Melissa Onyszko

09/07/2011 04:07 PM

From:	Joshua Watkins/NBC/OS/DOI
To:	gbrokaw@highperformanceorg.com
Cc:	Melissa Onyszko/NBC/OS/DOI@DOI

Good Afternoon,

Please see attached letter regarding solicitation D11PS19004 for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

Unsuccessful offer - Commonwealth Center.pdf

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

ACQUISITION
SERVICES DIRECTORATE
Herndon

September 07, 2011

Commonwealth Center for High Performance Organizations, Inc.
Attn: Gerald S. Brokaw
gbrokaw@highperformanceorg.com
2240 Brandywine Dr.
Charlottesville, VA 22901

RE: Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan

Dear Mr. Brokaw

The United States Department of the Interior, National Business Center, Acquisition Services Directorate (DOI/NBC/AQD), has awarded a Time-and-Materials Purchase Order for "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" for the US Nuclear Regulatory Commission. The order resulted from our Request for Quotation (RFQ) No D11PS19004, under which you submitted a quote. This acquisition was conducted under FAR Part 8.4.

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II. Number of Proposals Received: Six (6)

III. Name and address of the Offeror Receiving Award:

The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

IV. Total Awarded Date/Amount: September 07, 2011 at a total cost of $50,423.69.

V. Period of Performance: 09/07/2011 – 03/01/2012

ACQUISITION SERVICES DIRECTORATE
Herndon

It has been determined to be in the best interest of the Government to award Order No. D11PD19004 to The Performance Institute, in the amount of $50,423.69. Award was made to the responsible Offeror whose offer, in conforming to the Solicitation, provided an overall best value to the Government.

I want to assure you that all components of your submittal were carefully considered. We appreciate your efforts in participating under this DOI/NBC/AQD competition and we encourage you to respond to any future DOI/NBC/AQD project suited to the capabilities of your organization.

Sincerely,

Melissa Onyszko

Melissa Onyszko
Contracting Officer

Solicitation D11PS19004

Joshua Watkins to: hhr 09/07/2011 04:05 PM

Cc: Melissa Onyszko

Good Afternoon,

Please see attached letter regarding solicitation D11PS19004 for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

Unsuccessful offer - Strategy Management Group.pdf

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

ACQUISITION SERVICES DIRECTORATE
Herndon

September 07, 2011

Strategy Management Group
Attn: Howard Rohm
hhr@balancedscorecard.org
2000 Regency Parkway, Suite 425
Cary, NC 27518

RE: Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan

Dear Mr. Rohm

The United States Department of the Interior, National Business Center, Acquisition Services Directorate (DOI/NBC/AQD), has awarded a Time-and-Materials Purchase Order for "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan" for the US Nuclear Regulatory Commission. The order resulted from our Request for Quotation (RFQ) No D11PS19004, under which you submitted a quote. This acquisition was conducted under FAR Part 8.4.

I. Number of Offerors solicited: Businesses were solicited through the Government point-of-entry in GSA E-Buy amongst schedule holders.

II. Number of Proposals Received: Six (6)

III. Name and address of the Offeror Receiving Award:

The Performance Institute
805 15th Street, NW
3rd Floor
Washington, DC 20005

IV. Total Awarded Date/Amount: September 07, 2011 at a total cost of $50,423.69.

V. Period of Performance: 09/07/2011 – 03/01/2012

ACQUISITION SERVICES DIRECTORATE
Herndon

It has been determined to be in the best interest of the Government to award Order No. D11PD19004 to The Performance Institute, in the amount of $50,423.69. Award was made to the responsible Offeror whose offer, in conforming to the Solicitation, provided an overall best value to the Government.

I want to assure you that all components of your submittal were carefully considered. We appreciate your efforts in participating under this DOI/NBC/AQD competition and we encourage you to respond to any future DOI/NBC/AQD project suited to the capabilities of your organization.

Sincerely,

Melissa Onyszko
Contracting Officer

381 Elden Street, Suite 4000 Herndon, VA 20170 Phone 703.964.8800
www.aqd.nbc.gov

Strategic Plan Update
Melissa Onyszko to: Huber, Deborah 08/23/2011 11:31 AM
Cc: Joshua Watkins

Hi Deb,
Josh is working hard to get the award completed. It is almost completed. We'll let you know when it is sent to the vendor for signature for a start date of 9/7.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

Re: Contract award
Melissa Onyszko to: Huber, Deborah 08/18/2011 03:37 PM
Cc: "Joshua.Watkins@aqd.nbc.gov"

Yes.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date: 08/18/2011 03:37 PM
Subject: Contract award

Hi Melissa and Josh.

Our revised date to begin this project is September 7th. Are we still on target?

Thank you,
Deb

RE: Performance Institute
Huber, Deborah
to:
Joshua.Watkins@aqd.nbc.gov
08/10/2011 09:42 AM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Hi Josh.

Asking is a good thing. Thank you.

Deb

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Wednesday, August 10, 2011 9:38 AM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: RE: Performance Institute

Good Morning Deb,

My name is Joshua Watkins, and as Melissa mentioned I am a contract specialist helping with this procurement Our response to the Performance Institute is just about ready to go but I wanted to check two quick things to see if you feel we should add them.

In the technical evaluation you had two weakness for PI.

(b) (5) [redacted]

Let me know which you prefer, and I will modify the response and we will send it out today.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

From	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date	08/10/2011 09:18 AM
Subject	RE: Performance Institute

Melissa,

(b) (5) [redacted]

Thanks.
Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Wednesday, August 10, 2011 8:31 AM
To: Huber, Deborah
Cc: Joshua.Watkins@aqd.nbc.gov
Subject: Performance Institute

Deb,
There were several weaknesses noted in the PI technical evaluation. We'll go back for additional information from PI to address those concerns also.

(b) (5) [redacted]

Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

RE: Morning!
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
07/18/2011 01:46 PM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Thank you!!

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Monday, July 18, 2011 1:42 PM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: RE: Morning!

Hi Deb,

Here is the price spreadsheet we created for all the quotes. (b) (5) [redacted]

Melissa and I will now need to go back to Performance Institute to discuss their price quote with them.

If you have any questions, please let us know.

Thanks!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>

Date: 07/18/2011 11:55 AM

Subject: RE: Morning!

Thank you!

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Monday, July 18, 2011 11:50 AM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: Morning!

Deb,

We did hear back from Grant Thornton, and they extended their quote validity with no changes. I will be sending you the one proposal where the prices changed by the end of today. Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

-----"Huber, Deborah" <Deborah.Huber@nrc.gov> wrote: -----
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
Date: 07/18/2011 11:45AM
Subject: Morning!
Hi Nicole and Melissa,

Any word yet from Grant Thornton re: their price quote?

Thanks!
Deb

RE: Just curious
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
07/15/2011 12:54 PM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Thanks so much for the update, Nicole!

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Friday, July 15, 2011 12:45 PM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: Just curious

Deb,

Yes, I've been meaning to e-mail you and give you a quick status update. (b) (5) [redacted]

Have a great weekend as well! I'll be in touch!

Thanks!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>

To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>

Date: 07/15/2011 12:40 PM

Subject: Just curious

Hi Melissa and Nicole,

Did we hear anything yet from our vendors? Thanks! And have a good weekend.

Deb

RE: OK ... how do these dates look??
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
07/13/2011 09:50 AM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Thank you! Thank you! Sorry for the extra trouble!!

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Wednesday, July 13, 2011 7:45 AM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: OK ... how do these dates look??

Deb,

We are okay with the dates. I am going to draft an email today to send to the vendors to extend their quotes with the new dates proposed and will keep you posted on the status. Thanks! If you have any questions, let me know.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date: 07/12/2011 02:33 PM
Subject: OK ... how do these dates look??

September 7th – Contract awarded
November 4th - First draft

December 16th – Final draft
March 1, 2012 – contract expires.

I'll call to discuss in a few ... thanks.

Deb

RE: FW: dates for NRC project
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
07/12/2011 10:33 AM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Hi ~ would you call me please? Thanks. Deb

301-415-5978/5930

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Tuesday, July 12, 2011 10:29 AM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: RE: FW: dates for NRC project

Hi Deb,

Melissa and I just got done discussing this requirement with our policy division.

Because of the time lapse, and the start date now being August 10 instead of June 1, we will need to go back to each vendor and ask them if their price and technical still stands the same with the new dates. There is definitely a chance that the vendor will now state they are not available, or that because of the date change their key personnel has changed therefore they would need to submit a new proposal which will need to be evaluated again. There is also a chance that the vendors price quote may change, or that their GSA rates go up mid-way through the contract, and that would mean a revised price quote would have to be sent, and evaluated as well. These would have to be evaluated fairly quickly if the date of award is to be by August 10.

Please let me know if this is okay, and if the dates you sent us are hard dates for us to go with to the vendors who submitted a proposal?

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
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Re: Award Question- D11PS19004
Michael Farrell to: Nicole M Fuselier 07/12/2011 09:52 AM

History: This message has been replied to.

Yes. Do you want to meet at my desk?

Nicole M Fuselier Hi Michael, Are you available at 10AM? 07/12/2011 09:34:04 AM

From: Nicole M Fuselier/NBC/OS/DOI
To: Michael Farrell/NBC/OS/DOI@DOI
Date: 07/12/2011 09:34 AM
Subject: Re: Award Question- D11PS19004

Hi Michael,

Are you available at 10AM?

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

Michael Farrell	Hi Nicole, When were the quotes received? You...	07/12/2011 09:15:05 AM
Nicole M Fuselier	Good morning, I have a quick question regardi...	07/12/2011 07:11:48 AM

Re: Award Questioin- D11PS19004
Michael Farrell to: Nicole M Fuselier 07/12/2011 09:15 AM

History: This message has been replied to.

Hi Nicole,

When were the quotes received? You said they are valid for 60-days, I assume they are still good, but just wanted to make sure. Also is this T&M or FFP?

Changing the start date is common, however, you normally adjust the completion date as well. Ultimately, you are going to have to get the vendors to agree to the new dates and see if they can complete the work in a shorter time period. Possibly even receive revised quotes based on the new dates.

It might be easier to discuss this in person. Let me know when you are free. I'm free most of the morning.

Thanks,
Michael

Nicole M Fuselier Good morning, I have a quick question regardi... 07/12/2011 07:11:48 AM

From: Nicole M Fuselier/NBC/OS/DOI
To: Michael Farrell/NBC/OS/DOI@DOI
Date: 07/12/2011 07:11 AM
Subject: Award Questioin- D11PS19004

Good morning,

I have a quick question regarding making an award off a solicitation that was issued back in May. At that time the projected start date was June 1. This was posted on GSA E-buy, we received 6 quotes, which were valid for 60 days. It was for strategic planning services, with an IGCE of roughly [redacted]

The issue we are concerned about is: The solicitation stated the vendor had to be available for a start date of June 1, and the overall completion would be Nov 30, 2011. There was a rough draft of the strategic plan to be due July 24, and shortly there after the final would be due. NRC (the client) sent us a new set of dates to work with yesterday. The overall completion date of Nov 30, 2011 did not change.

The reason for this delay is that the client has taken longer than anticipated in evaluating the quotes and we have documentation of all the above.

Is it still okay to make an award off this solicitation even though the original dates in the solicitation have changed now due to delay? Thanks!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center

Re: FW: dates for NRC project
Melissa Onyszko to: Huber, Deborah 07/12/2011 06:19 AM
Cc: "Nicole.Fuselier@aqd.nbc.gov"

Deb,
Yes, we received it. Nicole is checking with policy to determine if we can make an award off the original solicitation because we are so behind in the award and the solicitation required offerors to have availability dates in July.
Nicole should be getting back to you hopefully sometime today.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date: 07/11/2011 05:38 PM
Subject: FW: dates for NRC project

Hi Melissa and Nicole,

Did you receive this?

Thanks,
Deb
From: Huber, Deborah
Sent: Monday, July 11, 2011 2:09 PM
To: 'melissa.onyszko@aqd.nbc.gov'
Subject: RE: dates for NRC project

Thanks, Melissa.

The proposed new dates are as follows:

August 10 – the contract commences
October 14th – 1st draft
November 21st – Final draft
November 30th – Expires

If we need to tweek these dates, please advise.

Thanks.
Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, July 11, 2011 9:01 AM
To: Huber, Deborah
Cc: Nicole.Fuselier@aqd.nbc.gov
Subject: dates for NRC project

Hi Deb,
The quotes are getting ready to expire (we told vendors to make them valid for 60 days after submission). In order to determine if we can legally award now that so much time has passed and if we can legally ask offerors to extend the validity date of their quotes, we'll need to know the new due dates for the SOW by COB today. We have to talk to policy to determine if too much time has passed and we can still make an award based on the original solicitation.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

FW: RFQ NO. D11PS19004

Huber, Deborah to: melissa.onyszko@aqd.nbc.gov, Nicole.Fuselier@aqd.nbc.gov 07/11/2011 05:05 PM

1 attachment

[Untitled].pdf

Hi Melissa and Nicole,

I made a few changes to the pricing evaluations that were sent to you last week. If you have questions, please let me know. These are final unless you have questions or additional observations.

Thank you,
Deb

Fw: dates for NRC project
Melissa Onyszko to: Nicole M Fuselier 07/11/2011 03:24 PM

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
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We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 07/11/2011 03:23 PM -----

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	07/11/2011 02:08 PM
Subject:	RE: dates for NRC project

Thanks, Melissa.

The proposed new dates are as follows:

August 10 – the contract commences
October 14th – 1st draft
November 21st – Final draft
November 30th – Expires

If we need to tweek these dates, please advise.

Thanks.
Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, July 11, 2011 9:01 AM
To: Huber, Deborah
Cc: Nicole.Fuselier@aqd.nbc.gov
Subject: dates for NRC project

Hi Deb,

The quotes are getting ready to expire (we told vendors to make them valid for 60 days after submission). In order to determine if we can legally award now that so much time has passed and if we can legally ask offerors to extend the validity date of their quotes, we'll need to know the new due dates for the SOW by COB today. We have to talk to policy to determine if too much time has passed and we can still make an award based on the original solicitation.

Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
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FW: DRAFT Labor Cateogry & Pricing Evaluations - NRC/OIG

Huber, Deborah to: melissa.onyszko@aqd.nbc.gov, Nicole.Fuselier@aqd.nbc.gov 07/08/2011 04:09 PM

1 attachment

[Untitled].pdf

Hi Melissa, and Nicole.

Attached are our draft labor and pricing evals. I still need to tweek them a tad. Any observations that you may have would be appreciated.

Thank you! Have a great weekend!

Deb

-----Original Message-----
From: OIG Digital Sender [mailto:OIG.DigitalSender@nrc.gov]
Sent: Friday, July 08, 2011 4:02 PM
To: Huber, Deborah
Subject: Labor Cateogry & Pricing Evaluations - NRC/OIG

Please open the attached document. This document was digitally sent to you using an HP Digital Sending device.

NRC/OIG Strat Plan Acquisition EVAL - 2nd e-mail
Huber, Deborah
to:
melissa.onyszko@aqd.nbc.gov, Nicole.Fuselier@aqd.nbc.gov
06/17/2011 02:25 PM
Show Details

Thank you. Have a good weekend.

NRC/OIG EVALS for Strat Planning Acquistion
Huber, Deborah
to:
melissa.onyszko@aqd.nbc.gov, Nicole.Fuselier@aqd.nbc.gov
06/17/2011 02:20 PM
Show Details

Hi ~

I'll forward Commonwealth in my next e-mail.

Let me know pls if you see anything peculiar. I haven't been very successful working on these here in the office. I'll probably read thru them again over the weekend.

Thank you! Thank you!

Deb

NRC project - Strategic Plan
Melissa Onyszko to: Huber, Deborah 06/17/2011 11:38 AM
Cc: Nicole M Fuselier

Hi Deb,
Any news on the technical evals for the NRC project? Does NRC want to continue with the project?
Thanks!

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
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Hi ~
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
06/06/2011 04:41 PM
Show Details

History: This message has been forwarded.
Hi Nicole,

I'm going to hide tomorrow and get these back to you! Talk soon.

Deb

RE: Technical Evaluations for Strategic Plan
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
06/02/2011 04:22 PM
Show Details

History: This message has been forwarded.
Hi Nicole.

I'll be back with you tomorrow.

Thank you!
Deb

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Thursday, June 02, 2011 2:33 PM
To: Huber, Deborah
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Technical Evaluations for Strategic Plan

Hi Deb,

I just wanted to check in and see how you were doing on the technical evaluations?

If you have any questions, please let me know.

Thanks!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

RE: NRC-IOG FY 2009-2013 Strategic Plan
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
04/22/2011 01:57 PM
Cc:
"Fort, Lynn"
Show Details

Hi Nicole,

(b) (5) [redacted]

Thank you for asking the question.

Deb

PS Have a great weekend, Nicole.

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Friday, April 22, 2011 10:50 AM
To: Huber, Deborah; Fort, Lynn
Subject: NRC-IOG FY 2009-2013 Strategic Plan

Good morning,

I was looking over the prior contract that was awarded to CPS (b) (5) [redacted]

(b) (5) [redacted]

Thanks!

Nicole Fuselier

Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

RE: FW: Acquisition Plan for NRC-OIG FY 2008-2013 Strategic Plan
Huber, Deborah
to:
Nicole.Fuselier@aqd.nbc.gov
04/19/2011 01:27 PM
Cc:
"Fort, Lynn", "melissa.onyszko@aqd.nbc.gov"
Show Details

Hi Nicole,

The delivery date of the final draft is based on the assumption that the facilitation sessions are held in a timely manner with the requisite staff attending and fully participating. And it will be summertime ... and you know what that means! Some staff members are absolutely critical to the process so we'd like to build in some extra time into the process to work around vacations etc.

Thank you,
Deb

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Tuesday, April 19, 2011 10:36 AM
To: Huber, Deborah
Cc: Fort, Lynn; melissa.onyszko@aqd.nbc.gov
Subject: Re: FW: Acquisition Plan for NRC-OIG FY 2008-2013 Strategic Plan

Hi Deb and Lynn,

Thanks for the quick turn around on looking over the acquisition plan and making some changes. I saw that you changed the date to July 27, 2011 for the final, as well as changed the overall period from three months to five months. If the final deliverable is due July 27, and there would be 30 days for review, I was just curious as to why you felt we needed the extra time (months)?

Thanks again!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "Fort, Lynn" <Lynn.Fort@nrc.gov>
Date: 04/18/2011 04:34 PM
Subject: FW: Acquisition Plan for NRC-OIG FY 2008-2013 Strategic Plan

---

Hi Nicole.

We've made a few changes to the acquisition plan. If you have any questions, please let us know.

Thank you,
Deb

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Thursday, April 14, 2011 2:47 PM
To: Huber, Deborah; Fort, Lynn
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Acquisition Plan for NRC-OIG FY 2008-2013 Strategic Plan

Hi Deb, and Lynn,

Please see the attached acquisition plan, and projected milestones. I have notated where I need your concurrence on dates, or places that may need more information from you. Please let me know if you have any questions. I will be out of the office tomorrow, but will return on Monday.

Thanks!

Nicole Fuselier
Contract Specialist

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www.aqd.nbc.gov
[attachment "Acquisition Plan 032811.doc" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Milestones.docx" deleted by Nicole M Fuselier/NBC/OS/DOI]

FW: NRC-OIG FY 2008-2013 Strategic Plan

Huber, Deborah to: Fort, Lynn 04/12/2011 01:49 PM

Cc: "Nicole.Fuselier@aqd.nbc.gov"

History: This message has been forwarded.

Hi Lynn,

Would you please send a copy of your COTR certification to Nicole? Nicole is the Contract Specialist at DOI/NBC who is working on our Strategic Plan acquisition.

Thank you,
Deb

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Tuesday, April 12, 2011 1:28 PM
To: Huber, Deborah
Subject: NRC-OIG FY 2008-2013 Strategic Plan

Hi Deb,

I wanted to let you know that I am still working on the acquisition plan and I hope to have it to you by Thursday at the latest. Also, I was wondering if you were able to get any confirmation on due dates?

Just a reminder, whenever you get a chance, could you send us a copy of the COTR certification?

Thanks again, and if you have any questions, please let me know.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

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703-964-4809 P
www.aqd.nbc.gov

Fw: Strategic Planning Facilitation SOW
Melissa Onyszko to: Nicole M Fuselier 03/14/2011 09:04 AM

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 03/14/2011 09:04 AM -----

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	02/17/2011 05:05 PM
Subject:	FW: Strategic Planning Facilitation SOW

Hi Melissa,

(b) (5) [redacted]

Your thoughts?

Thank you!

Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Thursday, February 17, 2011 3:31 PM
To: Huber, Deborah
Subject: RE: Strategic Planning Facilitation SOW

Hi Deb,
Let me know if you want me to try a different format for the SOW (Word, for instance).
(b) (5) [redacted]

(b) (5) [redacted]

Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
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From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 02/17/2011 02:46 PM
Subject: RE: Strategic Planning Facilitation SOW

Hi Melissa,

I'll probably adjust the June 1st date. I just don't think there'll be enough time for the sessions and in-between work to occur. (b) (5) [redacted]

As for the evals, I can send you a draft. I already started working on them and I think I can dig up what was done before.

Thanks!
Deb

PS I can't get the link to Part B to cooperate yet.

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Thursday, February 17, 2011 1:54 PM
To: Huber, Deborah
Subject: RE: Strategic Planning Facilitation SOW

Hi Deb,

The due date for the deliverable is June 1st. If I award on April 30th will this be enough time for the contractor to do the work by then? I wasn't sure if this was enough time or if we could move the deliverable date back.

You don't need to send a new Part A - I think we are ok with the language, but we'll need a Part B with the IGCE attached. I already have the draft SOW that I can attach to the Part B on this end. Let me know when you think we'll get the Part B.

We'll need to have evals. I can try to come up with some evaluation criteria from what you gave me. I tried looking for the old solicitation we had from years ago but couldn't find it (we switched servers and I lost some files). Not sure if you have anything?

I found that two of the suggested vendors have GSA Schedules (couldn't find one for Compliance Solutions) so I think we should go GSA. There are many vendors on the MOBIS schedule. Using the Schedules should help speed up the process a little.

I'll put the SOW into a format with clauses and send it your way.

Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	02/17/2011 01:36 PM
Subject:	RE: Strategic Planning Facilitation SOW

Hi Melissa,

Ok, do you want me to change the date to April 30th? I'll get the paperwork done on this side. Do you need another IA Part A from us? Do you want evals?

Let me know. Lynn Fort will be our COTR for the project. And I'll be the "technical lead" I guess. Thanks, Melissa!

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Thursday, February 17, 2011 12:59 PM
To: Huber, Deborah
Subject: Re: Strategic Planning Facilitation SOW

Hi Deb,
I looked over the SOW and I probably can't make April 1st but may be able to make April 30th. Not sure if that is doable for you with the due date for the deliverables. Of course I'd try to get it awarded prior to then and get the solicitation out on the street as soon as possible. Let me know what you think and please send me the possible sources that you found.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 02/16/2011 03:00 PM
Subject: Strategic Planning Facilitation SOW

Hi Melissa,

Thank you! Thank you! I don't know what DOIs process is for processing requests now but if at all possible I would LOVE to have YOU support us in this effort. You were so thorough, helpful and professional in all your interactions with us last time & I really appreciated it!

Anyway, I've attached the SOW for our Strat Plan facilitation contract. It has a short start date fuse but if this is an issue, let me know what you deem reasonable.

Thanks again for all your help!!

Sincerely,

Deb Huber

Deborah S. Huber, *Director*
Resource Management and
Operations Support
Nuclear Regulatory Commission
Office of Inspector General

301-415-5978/5930
[attachment "02162011strategicplansow.doc" deleted by Melissa Onyszko/NBC/OS/DOI]

(b) (5)

[redacted]

(b) (5)

[redacted]

(b) (5)

[redacted]

(b) (5)

[redacted]

(b) (5)

[redacted]

(b) (5)

[redacted]

Nuclear Regulatory Commission
Office of Inspector General
Strategic Planning Facilitation Support

Sources for Solicitation

(b) (5)

[redacted]

RE: Government Response to The Performance Institute's Quote
Huber, Deborah to: melissa.onyszko@aqd.nbc.gov 08/15/2011 03:17 PM
Cc: "Joshua.Watkins@aqd.nbc.gov"

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Melissa and Josh,

The NRC/OIG has revised its evaluation of PI's Qualifications/Availability/Experience of Personnel rating based on the additional information submitted by Performance Institute. (b) (5) [redacted] The NRC/OIG reaffirms its recommendation that PI be selected for this engagement. If anything further is required, please advise.

Thank you,
Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, August 15, 2011 12:11 PM
To: Huber, Deborah
Cc: Joshua.Watkins@aqd.nbc.gov
Subject: Fw: Government Response to The Performance Institute's Quote

Deb,
Please review docs and provide concurrence/comments, etc.

Thanks

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 08/15/2011 12:10 PM -----

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 08/15/2011 11:42 AM
Subject: RE: Government Response to The Performance Institute's Quote

Good Morning Joshua,

I hope this note finds you well. Once again, thank you for the opportunity to respond to the Government's response regarding our original submission for Facilitation Support to Update the NRC OIG FY 2008-2012 Strategic Plan. Attached, you will find The Performance Institute's revised Volumes (1 – 3).. All changes have been "*italicized* " to allow for easier identification. Should there be any additional questions or if the Government needs more supportive documentation, please do not hesitate to contact me. We are confident in our final submission, but stand ready to clarify or answer and questions.

Thanks and we look forward to the notification of the contract award and the prospect of working with the NRC OIG.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, August 11, 2011 8:21 AM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Government Response to The Performance Institute's Quote

Good Morning,

Please see the attached Government response to The Performance Institute's quote on solicitation D11PS19004 for Facilitation SUpport to Update the NRC OIG FY 2008-2013 Strategic Plan.

If you have any questions, please feel free to contact the CO Melissa or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center
www.aqd.nbc.gov

We want to hear from you! Please take a brief survey at www.aqd.nbc.gov/survey

08152011Performance InstituteQualifications1.docx

The Performance Institute – Revised Rating 8/15/2011

Qualifications/Availability/Experience of Personnel
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: (b) (5) [redacted]

1. In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.

(b) (5) [redacted]

(b) (5)

[redacted]

2. Extensive knowledge of the strategic planning process and experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government.

(b) (5)

[redacted]

(b) (5)
[redacted]

3. Demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG.

(b) (5)
[redacted]

4. Demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

(b) (5)
[redacted]

5. Key personnel must be available to begin this engagement on or around June 1, 2011; be a senior member of the company, and have experience addressing and working with senior officials within the Federal government.

(b) (5)

[redacted]

RE: Government Response to The Performance Institute's Quote
Melissa Onyszko to: Huber, Deborah 08/15/2011 03:38 PM
Cc: "Joshua.Watkins@aqd.nbc.gov"

From:	Melissa Onyszko/NBC/OS/DOI
To:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
Cc:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>

Thanks. I've updated the technical eval spreadsheet.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From:	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Date:	08/15/2011 03:17 PM
Subject:	RE: Government Response to The Performance Institute's Quote

Melissa and Josh,

The NRC/OIG has revised its evaluation of PI's Qualifications/Availability/Experience of Personnel rating based on the additional information submitted by Performance Institute. (b) (5) [redacted] The NRC/OIG reaffirms its recommendation that PI be selected for this engagement. If anything further is required, please advise.

Thank you,
Deb

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Monday, August 15, 2011 12:11 PM
To: Huber, Deborah
Cc: Joshua.Watkins@aqd.nbc.gov
Subject: Fw: Government Response to The Performance Institute's Quote

Deb,
Please review docs and provide concurrence/comments, etc.

Thanks

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
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----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 08/15/2011 12:10 PM -----

From:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To:	"Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	08/15/2011 11:42 AM
Subject:	RE: Government Response to The Performance Institute's Quote

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Thanks and we look forward to the notification of the contract award and the prospect of working with the NRC OIG.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

Stay Connected. Follow us on Twitter @InnoGov

From: Joshua.Watkins@aqd.nbc.gov [mailto:Joshua.Watkins@aqd.nbc.gov]
Sent: Thursday, August 11, 2011 8:21 AM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Government Response to The Performance Institute's Quote

Good Morning,

Please see the attached Government response to The Performance Institute's quote on solicitation D11PS19004 for Facilitation SUpport to Update the NRC OIG FY 2008-2013 Strategic Plan.

If you have any questions, please feel free to contact the CO Melissa or myself.

Respectfully,
Joshua

Joshua Watkins
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

703-964-3684
Joshua.Watkins@aqd.nbc.gov
Acquisition Services Directorate
US Department of the Interior
National Business Center

www.agd.nbc.gov

We want to hear from you! Please take a brief survey at www.agd.nbc.gov/survey [attachment "08152011Performance InstituteQualifications1.docx" deleted by Melissa Onyszko/NBC/OS/DOI]

Technical Ratings.xlsx

Offeror	Qualifications,Availability, Experience 70%	Understanding Contract Requirements 15%	Past Performance 15%	Total Score
Balanced Scorecard Institute	(b) (5) [redacted]			
Commonwealth Center				
Grant Thornton				
LMI				
The Summit Group				
The Performance Institute				

Unacceptable - 0
Poor - **1**
Fair - 2
Good - 3
Excellent -4
Outstanding - 5

Updated 08/15/11

TECHNICAL AND PRICE EVALUATION
SIGNATURE PAGE
Title of Statement of Work: Facilitation Support to Update the NRC OIG FY 2008-2013

RFQ NO: D11PS19004

I have fully reviewed the technical and price quote and agree with the findings of the TEB, as documented:

(b) (6) NRC [redacted]

NAME OF TEB CHAIRPERSON

July 8, 2011

DATE

Technical Evaluator: (b) (6) NRC [redacted]
Solicitation Number: D11PS19004
Offeror Recommended: **Performance Institute**

Background:

(b) (5) [redacted]

Conclusion

(b) (5) [redacted]

Recommendation: Performance Institute

(b) (5)

[redacted]

Technical Evaluator: (b) (6) NRC [redacted]
Date: July 8, 2011

Solicitation Number: D11PS19004

Contractor: Grant Thornton
Adjectival Rating: (b) (5) [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

(b) (5) [redacted]

Contractor: Grant Thornton

(b) (5) [redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE?

(b) (5) [redacted]

3. How does the quoted total price compare with the IGCE amount?

(b) (5) [redacted]

4. How does the quoted total price compare with the other offerors?

(b) (5) [redacted]

5. Are the calculations on the quote correct? (b) (5) [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? (b) (5) [redacted]

(b) (5) [redacted]

Technical Evaluator: (b) (6) NRC [redacted]
Date: June 28, 2011

Solicitation Number: D11PS19004

Contractor: The Performance Institute (PI)

Adjectival Rating: (b) (5) [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

(b) (5) [redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE?

(b) (5) [redacted]

Contractor: Performance Institute

(b) (5) [redacted]

3. How does the quoted total price compare with the IGCE amount?

(b) (5) [redacted]

4. How does the quoted total price compare with the other offerors? (b) (5) [redacted] (b) (5) [redacted]

Contractor: Performance Institute

5. Are the calculations on the quote correct? [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? [redacted]

Technical Evaluator: [redacted]
Date: July 7, 2011

Solicitation Number: D11PS19004

Contractor: Strategy Management Group
Adjectival Rating: [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

[redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE?

[redacted]

3. How does the quoted total price compare with the IGCE amount?

[redacted]

4. How does the quoted total price compare with the other offerors?

[redacted]

5. Are the calculations on the quote correct? [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? [redacted]

Contractor: Strategy Management

(b) (5)

[redacted]

Technical Evaluator: (b) (6) NRC [redacted]
Date: July 7, 2011

Solicitation Number: D11PS19004

Contractor: Commonwealth Center (CCHPO)

Adjectival Rating: (b) (5) [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

   (b) (5) [redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE?

   (b) (5) [redacted]

3. How does the quoted total price compare with the IGCE amount?

   (b) (5) [redacted]

4. How does the quoted total price compare with the other offerors?

   (b) (5) [redacted]

5. Are the calculations on the quote correct? (b) (5) [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? (b) (5) [redacted]

Technical Evaluator: (b) (6) NRC [redacted]
Date: June 27, 2011

Solicitation Number: D11PS19004

Contractor: LMI

Adjectival Rating: (b) (5) [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

(b) (5) [redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE?

(b) (5) [redacted]

3. How does the quoted total price compare with the IGCE amount?

(b) (5) [redacted]

Contractor: LMI

(b) (5) [redacted]

4. How does the quoted total price compare with the other offerors? (b) (5) [redacted]

5. Are the calculations on the quote correct? (b) [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? (b) (5) [redacted]

Technical Evaluator: (b) (6) NRC [redacted]
Date: June 27, 2011

Solicitation Number: D11PS19004

Contractor: Summit Group

Adjectival Rating: (b) (5) [redacted]

1. Do the labor categories and associated hours appear appropriate for this type of work as described in the SOW and the approach provided by the offeror?

(b) (5) [redacted]

2. How do the hours for each labor category quoted compare with those on the IGCE? (b) (5) [redacted]

3. How does the quoted total price compare with the IGCE amount?

(b) (5) [redacted]

4. How does the quoted total price compare with the other offerors? (b) (5) [redacted]

Contractor: Summit Group

5. Are the calculations on the quote correct? (b) (5) [redacted]

6. Does the overall quote appear fair and reasonable based on the type of work required and the approach provided by the offeror? (b) (5) [redacted]

NRC strategic plan update - price quotes
Melissa Onyszko to: [redacted] 06/21/2011 01:20 PM

Hi [redacted]
Here are the price quotes and the evaluation sheet that you need to fill out to evaluate the price. I haven't given you the GSA schedule contracts because they are voluminous and I can check to make sure the rates quoted in the NRC quote are in line with what is in the GSA Schedule. I've also attached the instructions as a refresher.

Thanks. Financial Proposal.pdf Strategic_Plan_Development_Price_Quotation.docx

Volume 2 - Price Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf

_NRC_Strat_Planning_Volume_II_Price.pdf Summit_Price Volume.pdf

PI Response RFQ#D11PS19004 V3.pdf Price Evaluations.doc Technical and Price Signature Page.doc

Technical Evaluation Panel Instructions.doc

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
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703-964-3638 Office
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www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

FW: Strategy Management
[redacted] to: melissa.onyszko@aqd.nbc.gov, Joshua.Watkins@aqd.nbc.gov 09/16/2011 08:54 AM

Good morning, Melissa and Josh.

Please substitute this page 1 evaluation for the "Understanding the Contract Requirements" for the Strategy Management Group.

It doesn't change the numerics - just hopefully offers more clarity with respect to the rating.

Thank you!
[redacted]

-----Original Message-----
From: OIG Digital Sender [mailto:OIG.DigitalSender@nrc.gov]
Sent: Friday, September 16, 2011 8:50 AM
To: [redacted] [redacted]
Subject: Strategy Management

Please open the attached document. This document was digitally sent to you using an HP Digital Sending device.

[Untitled].pdf

Strategy Management Group
Balanced Scorecard Institute

Understanding the Contract Requirements
Adjectival Rating: [redacted]
Numerical Rating [redacted]

1. Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:

    - Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016
    - Affirm or redefine existing OIG goals, strategies, actions and performance measures
    - Update other plan sections as appropriate to include GPRA requirements.

[redacted]

Offeror	Qualifications,Availability, Experience 70%	Understanding Contract Requirements 15%	Past Performance 15%	Total Score
Balanced Scorecard Institute	[redacted] (b) (5)			
Commonwealth Center				
Grant Thornton				
LMI				
The Summit Group				
The Performance Institute				

Unacceptable - 0
Poor - 1
Fair - 2
Good - 3
Excellent -4
Outstanding - 5

Strategy Management Group
Balanced Scorecard Institute

Qualifications/Availability/Experience of Personnel
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. **In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.**

[redacted]

2. **Extensive knowledge of the strategic planning process and experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government.**

[redacted]

4. **Demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.**

(b) (5) [redacted]

5. **Key personnel must be available to begin this engagement on or around June 1, 2011; be a key member of the company, and have experience addressing and working with senior officials within the Federal government.**

(b) (5) [redacted]

General comment: (b) (5) [redacted]

Strategy Management Group
Balanced Scorecard Institute

Understanding the Contract Requirements
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: [redacted]

1. **Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:**

    - **Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016**
    - **Affirm or redefine existing OIG goals, strategies, actions and performance measures**
    - **Update other plan sections as appropriate to include GPRA requirements.**

(b) (5) [redacted]

Strategy Management Group
Balanced Scorecard Institute

Total Numerical Rating: [redacted]

Commonwealth Center
For High-Performance Organizations, Inc. (CCHPO)

Qualifications/Availability/Experience of Personnel
Adjectival Rating: (b) [redacted]
Numerical Rating: (b) [redacted]

1. **In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.**

(b) (5) [redacted]

2. **Extensive knowledge of the strategic planning process and experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government.**

(b) (5) [redacted]

(b) (5)
[redacted]

Commonwealth Center
For High Performance organizations, Inc. (CCHPO)

Understanding the Contract Requirements
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: (b) [redacted]

1. **Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:**

    - **Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016**
    - **Affirm or redefine existing OIG goals, strategies, actions and performance measures**
    - **Update other plan sections as appropriate to include GPRA requirements.**

    (b) (5) [redacted]

2. (b) (5) [redacted]

3. [redacted]

Grant Thornton

Qualifications/Availability/Experience of Personnel
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. **In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.**

[redacted]

Grant Thornton

Qualifications/Availability/Experience of Personnel
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: (b) [redacted]

(b) (5) [redacted]

3. **Demonstrate a thorough understanding of the mission of an Inspector General within the Federal agency with working knowledge of both the audit and investigative functions within the OIG.**

(b) (5) [redacted]

Grant Thornton

Understanding the Contract Requirements
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: (b) [redacted]

1. Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:

    - Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016
    - Affirm or redefine existing OIG goals, strategies, actions and performance measures
    - Update other plan sections as appropriate to include GPRA requirements.

(b) (5) [redacted]

2. Kickoff meeting will be held within 7 business days after the award date of the purchase order to discuss methodology to update current plan to include facilitation session objectives; and milestones dates for completing the tasks.

[redacted]

LMI

Qualifications/Availability/Experience of Personnel
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. **In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.**

[redacted]

LMI

(b) (5)

[redacted]

3. **Demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG.**

(b) (5)

[redacted]

LMI

Understanding the Contract Requirements
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. **Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:**

    - **Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016**
    - **Affirm or redefine existing OIG goals, strategies, actions and performance measures**
    - **Update other plan sections as appropriate to include GPRA requirements.**

[redacted]

LMI

General Comments:

(b) (5) [redacted]

Total Numerical Rating: (b) [redacted]

Summit Group

Qualifications/Availability/Experience of Personnel
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. **In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.**

   (b) (5) [redacted]

2. **Extensive knowledge of the strategic planning process and experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government.**

   (b) (5) [redacted]

The Summit Group

Understanding the Contract Requirements
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: [redacted]
b

1. **Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:**

   - **Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016**
   - **Affirm or redefine existing OIG goals, strategies, actions and performance measures**
   - **Update other plan sections as appropriate to include GPRA requirements.**

(b) (5) [redacted]

(b) (5) [redacted]

Total Numerical Rating: (b) [redacted]

The Performance Institute

Qualifications/Availability/Experience of Personnel
Adjectival Rating: [redacted]
Numerical Rating: [redacted]

1. In-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal government.

[redacted]

(b) (5) [redacted]

3. Demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG.

(b) (5) [redacted]

4. Demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

(b) (5) [redacted]

The Performance Institute

Understanding the Contract Requirements
Adjectival Rating: (b) (5) [redacted]
Numerical Rating: [redacted]

1. Using the existing NRC OIG strategic planning framework, conduct approximately four facilitation sessions to:

    - Identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – FYs 2011-2016
    - Affirm or redefine existing OIG goals, strategies, actions and performance measures
    - Update other plan sections as appropriate to include GPRA requirements.

(b) (5) [redacted]

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(b) (5) [redacted]

Technical Evaluation Board Instructions

(b) (5)

[redacted]

Process –

(b) (5)

[redacted]

Past Performance							
Offeror	Source	Rating Quality	Rating Cost Control	Rating Timeliness	Rating Business Relations	Overall *	Overall per Offeror*
Balanced Scorecard Institute	(b) (5) [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CCHPO	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CCHPO	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CCHPO	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Grant Thornton LLP	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Grant Thornton LLP	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Grant Thornton LLP	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
LMI	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
LMI	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Summit Group	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Summit Group	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Summit Group	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
The Performance Institute	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
The Performance Institute	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
The Performance Institute	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
* CO calculated							
Equal amounts of different ratings were rounded downwards							

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

FAX TRANSMISSION

OFFICE OF THE
INSPECTOR GENERAL

DATE: 5/16/2011

TO:

NAME: Melissa Onyszko and [illegible]

AGENCY:

FAX NUMBER: OFFICE NUMBER:

THIS DOCUMENT IS INTENDED ONLY FOR THE USE OF THE PARTY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the addressee, or a person authorized to deliver the document to the addressee, you are hereby notified that any review, disclosure, dissemination, copying, or other action based on the content of this communication is not authorized. If you have received this document in error, please notify us immediately by telephone and return document by mail to the following address.

FROM: (b) (6) NRC [redacted]

Pages Tot. 4

NAME: NR/OIG

AGENCY: U.S. Nuclear Regulatory Commission
Office of the Inspector General
Mail Stop O5-E13
11555 Rockville Pike
Rockville, MD 20852

FAX NUMBER: (301) 415-5091 OFFICE NUMBER:

VERIFICATION: No

NUMBER OF PAGES (INCLUDING COVER):

COMMENTS:

UNITED STATES DEPARTMENT OF THE INTERIOR
National Business Center - Solicitation D11PS19004

CONFIDENTIALITY AGREEMENT (FEDERAL EMPLOYEE)

As a Federal Employee being given access to information that is being used in the development of a contractual statement of work or as a member of the Technical Proposal Evaluation Committee (TPEC), I hereby acknowledge that I am subject to Federal statutes relating to conflicts of interest and Government ethics and the regulations promulgated there under, as more particularly set out Federal Acquisition Regulation 3.104. I agree that I will use all contractual information, including but not limited to proprietary information, trade secrets, financial data, technical proposals, bids, offers, etc., whether solicited or unsolicited, presented to the TPEC by the National Business Center Contracting Officer, solely for the purposes authorized by the Contracting Officer. I agree that the described information is "inside information" and that it shall not be disclosed to persons not authorized by the Contracting Officer; nor shall it be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I further agree that I shall not use my Government appointment for purposes that are, or give the appearance of being, motivated by the desire for private gain for myself or business or financial ties. I agree that should I become aware that evaluation of proposals would involve personal, family, business, financial, or other similar interest, or that my analysis of proposals would conflict with those interests, I will disqualify myself from further participation in the consideration and evaluation of those proposals.

I further agree that failure to disclose personal, financial, business, family, or other interests related to contractual proposals submitted to the TPEC for its advice shall subject me to termination of my appointment, prosecution for any violation of applicable Federal ethics or conflict of interest statutes, or both.

(b) (6) NRC

(Signatu[redacted]

(Title) [redacted]

(Date) 5/16/11

UNITED STATES DEPARTMENT OF THE INTERIOR
National Business Center - Solicitation D11PS19004

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(b) (6) NRC

(Signat[redacted]

(Title) [redacted]

(Date) 5/16/11

UNITED STATES DEPARTMENT OF THE INTERIOR

National Business Center - Solicitation D11PS19004

CONFIDENTIALITY AGREEMENT (FEDERAL EMPLOYEE)

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I further agree that failure to disclose personal, financial, business, family, or other interests related to contractual proposals submitted to the TPEC for its advice shall subject me to termination of my appointment, prosecution for any violation of applicable Federal ethics or conflict of interest statutes, or both.

(b) (6) NRC

(Signatu [redacted]

(Title)

(Date)

5/16/2011

Fw: The Performance Institute's Response to Solicitiation D11PS19004
Melissa Onyszko to: Mueller, Jennifer 08/08/2011 01:15 PM
Cc: Joshua Watkins

Hi Jennifer,
Nicole forwarded us this email. We anticipate having the award made by 9/7. We did have some concerns regarding your price quote and you should receive those in the next day or so.
Thank you.

----- Forwarded by Nicole M Fuselier/NBC/OS/DOI on 08/05/2011 07:32 AM -----

From:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date:	08/04/2011 03:47 PM
Subject:	RE: The Performance Institute's Response to Solicitiation D11PS19004

Hi Nicole,

I hope all is well. I wanted to follow up with you regarding the aforementioned Solicitation. Do you anticipate it being awarded before September 7th? Or, will there be a Notice to Award or a Letter of Intent offered? Any information relating to this would be most helpful and appreciated.

Thanks,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Wednesday, July 13, 2011 8:24 AM
To: Lymn, Rebeccah
Cc: Mueller, Jennifer
Subject: RE: The Performance Institute's Response to Solicitiation D11PS19004

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft
December 16th – Final draft
March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Lymn, Rebeccah" <rebeccah.lymn@performanceinstitute.org>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date: 05/16/2011 11:06 AM
Subject: RE: The Performance Institute's Response to Solicitiation D11PS19004

Thank you for the confirmation.

Best Regards,

Rebeccah Lymn
Proposal Manager

The Performance Institute, Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 202-739-9557
Fax: 866-234-0680
Rebeccah.Lymn@PerformanceInstitute.org

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Monday, May 16, 2011 10:25 AM
To: Lymn, Rebeccah
Subject: Re: The Performance Institute's Response to Solicitiation D11PS19004

Received, thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Lymn, Rebeccah" <rebeccah.lymn@performanceinstitute.org>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
Date: 05/16/2011 09:56 AM
Subject: The Performance Institute's Response to Solicitiation D11PS19004

The Performance Institute is pleased to present a proposal of services to the Nuclear Regulatory Commission (NRC), The Office of Inspector General (OIG) for Facilitation Support to Update the NRC OIG FY 2008-2013 Strategic Plan. The Performance Institute is a private, non-partisan think-tank improving government results through the principles of performance, competition, transparency, and accountability.

The Performance Institute's services are geared specifically to federal, state, and local governments to provide access to comprehensive and experience-tested methodologies on organizational improvement, change and accountability. The Performance Institute's strategic consulting services focus on a comprehensive set of organizational performance issues, including strategic planning, performance measurement, resource alignment/management, reporting and evaluation, workforce, project management and process improvement.

This proposal of services includes all required information as specified in the solicitation, to include each volume (Volume 1: Technical, Volume 2: Past Performance, and Volume 3: Price) in separate attachments.

We are confident the materials provided in our response equip NRC OIG with a sufficient understanding of The Institute's expertise and capabilities to provide quality consultant services that meet all the requirements stated in the Statement of Work of this solicitation. Should there be any questions with regard to the materials, The Institute or its response, please do not hesitate to contact me.

Jennifer E Mueller

Kindest Regards,

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

RE: Update on NRC OIG Solicitation - DP11PS19004
Melissa Onyszko to: Mueller, Jennifer 06/29/2011 12:50 PM
Cc: "Nicole.Fuselier@aqd.nbc.gov"

Hi Jennifer,
The price quotes are currently being reviewed.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

"Mueller, Jennifer" Hi Nicole, I hope all is well. Is the technical tea... 06/29/2011 12:17:13 PM

From:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date:	06/29/2011 12:17 PM
Subject:	RE: Update on NRC OIG Solicitation - DP11PS19004

Hi Nicole,

I hope all is well. Is the technical team still reviewing the responses? Do you have an anticipated award date for this opportunity? Any information or updates would be most appreciated!

Thanks in advance for your help!

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell (b) (6) NRC [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Mueller, Jennifer
Sent: Monday, June 06, 2011 11:48 AM
To: 'Nicole.Fuselier@aqd.nbc.gov'
Cc: melissa.onyszko@aqd.nbc.gov
Subject: RE: Update on NRC OIG Solicitation - DP11PS19004

Thank you, Nicole.

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Friday, June 03, 2011 1:12 PM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: Update on NRC OIG Solicitation - DP11PS19004

Hi Jennifer,

There has been no update on the status. Technical proposals are still being reviewed.

I hope you have a wonderful weekend as well.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date: 06/03/2011 12:45 PM
Subject: Update on NRC OIG Solicitation - DP11PS19004

Hi Nicole,

I hope this note finds you well. I just wanted to check in with you, once more, to see if there have been any updates or movements with regard to the NRC OIG opportunity (DP11PS19004). Any information would be most appreciated.

Thanks and have a wonderful weekend!

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted] (b) (6) NRC
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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Re: Fw: AUTO: Nicole M Fuselier is out of the office. (returning 07/06/2011)

Melissa Onyszko to: Max Larsen 06/21/2011 06:46 AM

Good morning,
The technical evaluations are still in progress.
Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

Max Larsen Can you please tell me the status of the NRC OI... 06/21/2011 06:37:02 AM

From:	Max Larsen <max@maxdlarsen.com>
To:	Melissa.Onyszko@aqd.nbc.gov
Date:	06/21/2011 06:37 AM
Subject:	Fw: AUTO: Nicole M Fuselier is out of the office. (returning 07/06/2011)

```
Can you please tell me the status of the NRC OIG solicitation?  Thank you

--- On Tue, 6/21/11, Nicole_M_Fuselier@nbc.gov <Nicole_M_Fuselier@nbc.gov>
wrote:

> From: Nicole_M_Fuselier@nbc.gov <Nicole_M_Fuselier@nbc.gov>
> Subject: AUTO: Nicole M Fuselier is out of the office. (returning
07/06/2011)
> To: max@maxdlarsen.com
> Date: Tuesday, June 21, 2011, 6:09 AM
>
>
> I am out of the office until 07/06/2011.
>
> I am currently out of the office.  If you should need
> immediate assistance,
> please contact Melissa Onyszko.  Thanks.
>
>
>
> Note: This is an automated response to your message "Re:
> status" sent on
> 06/21/2011 06:09:01 AM.
>
> This is the only notification you will receive while this
> person is away.
```

Re: RFQ No. D11PS19004

Melissa Onyszko to: Beth Rosenkampff 06/21/2011 06:45 AM
Cc: Nicole.Fuselier

Beth,
The technical evaluations are still in progress.
Thank you.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

"Beth Rosenkampff" Dear Ms. Onyszko and Ms. Fuselier, 06/20/2011 05:34:22 PM

From:	"Beth Rosenkampff" <br@balancedscorecard.org>
To:	<Nicole.Fuselier@aqd.nbc.gov>, <melissa.onyszko@aqd.nbc.gov>
Date:	06/20/2011 05:34 PM
Subject:	RFQ No. D11PS19004

Dear Ms. Onyszko and Ms. Fuselier,

Could you give us the status of the selection process for the work with NRC-OIG in facilitating an update to the existing strategic plan?

Thank you.

Beth

Beth Rosenkampff
Director of External Relations
Balanced Scorecard Institute
a Strategy Management Group company
www.balancedscorecard.org
Office: (919) 460-8180

RE: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)
Corrado, Christina J.
to:
Nicole.Fuselier@aqd.nbc.gov
06/07/2011 03:59 PM
Show Details

Thanks for the quick response.

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Tuesday, June 07, 2011 3:59 PM
To: Corrado, Christina J.
Subject: RE: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

Hi Christina,

Technical reviews are still going on. There has been no update on the award date.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	"Corrado, Christina J." <ccorrado@lmi.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc:	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "GLACE, Paul" <PGLACE@lmi.org>
Date:	06/07/2011 03:52 PM
Subject:	RE: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

Hello Ms. Fuselier,

Has a decision been made regarding the subject solicitation?

Thank you ,

Christina Corrado
Contract Administrator

LMI
2000 Corporate Ridge
McLean, VA 22102-7805

571-633-7659
ccorrado@lmi.org
Complex Problems. Practical Solutions.
www.lmi.org

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Monday, May 16, 2011 8:10 AM
To: Corrado, Christina J.
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

Received, thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Corrado, Christina J." <ccorrado@lmi.org>

To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "nicole.fuselier@aqd.nbc.gov" <nicole.fuselier@aqd.nbc.gov>

Date: 05/15/2011 01:07 PM

Subject: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

5/15/2011

Good Afternoon,

LMI is pleased to submit the attached response for the Nuclear Regulatory Commission's FY 2008-2013 Strategic Plan solicitation. Please confirm receipt at your earliest convenience. The following documents make up our proposal package in its entirety:

Cover Letter
Volume I: Technical
Volume II: Price
Volume III: Past Performance
Vendor Verification Form
Completed Provisions
Completed SF 18
GSA Schedule Contract

We look forward to working with you on this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Christina Corrado
Contract Administrator

LMI
2000 Corporate Ridge
McLean, VA 22102-7805

571-633-7659
ccorrado@lmi.org
Complex Problems. Practical Solutions.
www.lmi.org[attachment "NRC10_Cover Letter.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_I_Technical.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_II_Price.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_III_PastP.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Vendor Verification.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Competed Provisions.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Completed SF 18.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "GSA Mod-Pricing and Labor Categories-Jan09.PDF" deleted by Nicole M Fuselier/NBC/OS/DOI]

RE: Update on NRC OIG Solicitation - DP11PS19004
Mueller, Jennifer
to:
Nicole.Fuselier@aqd.nbc.gov
06/06/2011 11:48 AM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Thank you, Nicole.

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Friday, June 03, 2011 1:12 PM
To: Mueller, Jennifer
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Re: Update on NRC OIG Solicitation - DP11PS19004

Hi Jennifer,

There has been no update on the status. Technical proposals are still being reviewed.

I hope you have a wonderful weekend as well.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date: 06/03/2011 12:45 PM
Subject: Update on NRC OIG Solicitation - DP11PS19004

Hi Nicole,

I hope this note finds you well. I just wanted to check in with you, once more, to see if there have been any updates or movements with regard to the NRC OIG opportunity (DP11PS19004). Any information would be most appreciated.

Thanks and have a wonderful weekend!

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted] (b) (6) NRC
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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Re: RFQ 563383
Kay Hudson
to:
Nicole.Fuselier
06/06/2011 08:37 AM
Cc:
Gerry Brokaw
Show Details

Thanks, Nicole.
Kay

On Mon, Jun 6, 2011 at 7:28 AM, <Nicole.Fuselier@aqd.nbc.gov> wrote:
Hi Kay,

The technical proposals are still being reviewed at this time. There is no update on the expected award date yet.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	Kay Hudson <kay.hudson@highperformanceorg.com>
To:	nicole.fuselier@aqd.nbc.gov
Cc:	Gerry Brokaw <gbrokaw@highperformanceorg.com>
Date:	06/04/2011 08:56 AM
Subject:	RFQ 563383

Hello Nicole,
We sent a proposal to the above referenced RFQ on May 16. The GSA Website still shows the status Pending Response. Has an award been made? If not, do you have an expected date for making an award?

Thank you.

Kay Hudson
GS10F0056X

--
Kay Hudson
Commonwealth Center for High Performance Organizations
6262 Edgebrook Lane
Indian Head Park, IL 60525

cell: 843.754.5603
home: 708.246.4380
kay.hudson@highperformanceorg.com

--
Kay Hudson
Chicago Center for High Performance Organizations
6262 Edgebrook Lane
Indian Head Park, IL 60525

cell: 843.754.5603
home: 708.246.4380
kay.hudson@highperformanceorg.com

Re: status
Max Larsen
to:
Nicole.Fuselier
05/31/2011 08:26 AM
Show Details

Thanks

From: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
To: Max Larsen <max@maxdlarsen.com>
Sent: Tue, May 31, 2011 6:59:56 AM
Subject: Re: status

Hi Max,

We are still reviewing the technical proposals. There is a chance the award date may be delayed. I will keep you posted. Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	Max Larsen <max@maxdlarsen.com>
To:	Nicole.Fuselier@aqd.nbc.gov
Date:	05/27/2011 06:42 PM
Subject:	status

Has a decision been made about the solicitation for strategic planning updating for the Nuclear Regulatory Commission? Thanks

Re: NRC OIG Strategic Planning Opportunity
Mueller, Jennifer
to:
<Nicole.Fuselier@aqd.nbc.gov>
05/26/2011 04:22 PM
Show Details

Hi Nicole,

Thanks for the update as it is much appreciated!

Have a wonderful holiday weekend.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services
The Performance Institute

On May 26, 2011, at 4:13 PM, <Nicole.Fuselier@aqd.nbc.gov> wrote:

Hi Jennifer,

We are still reviewing the technical proposals. There is a chance the award date may be delayed. I will keep you posted. Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date:	05/26/2011 02:36 PM
Subject:	NRC OIG Strategic Planning Opportunity

Good Afternoon Nicole,

I hope this note finds you well. I wanted to check in with you to see if there had been any updates with regard to Solicitation D11PS19004, Nuclear Regulatory Commission Office of the Inspector General's Strategic Planning project. Any information would be most appreciated with regard to contract award.

Kindest Regards,
Jennifer

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

Stay Connected. Follow us on Twitter @InnoGov

From: Nicole.Fuselier@aqd.nbc.gov
Sent: Monday, May 16, 2011 10:25 AM
To: Lymn, Rebeccah
Subject: Re: The Performance Institute's Response to Solicitiation D11PS19004

Received, thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

RE: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)
Green, Kim
to:
Nicole.Fuselier@aqd.nbc.gov
07/15/2011 12:58 PM
Cc:
"melissa.onyszko@aqd.nbc.gov"
Show Details

Grant Thornton

Ms. Fuselier:

Yes, Grant Thornton accepts the new dates and we will extend the validity of our proposal for 60 additional calendar days.

Thank you.

Warm Regards,

Kim Green | Marketing Coordinator
Grant Thornton LLP
333 John Carlyle, Suite 500 | Alexandria, VA | 22314 | United States
T **(direct)** +1 703 637 2826 | T **(internal)** 72826
F +1 703 837 4455
E kim.green@us.gt.com | **W** www.grantthornton.com

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Friday, July 15, 2011 12:48 PM
To: Green, Kim
Cc: melissa.onyszko@aqd.nbc.gov
Subject: Fw: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Hi Kim,

I did not hear back from you regarding your technical and price quote validity.

Please see below email, and let me know if your technical and price quote still stand based on the new dates, and also could you extend the validity of your quote for 60 additional calendar days as it is due to expire today?

Thanks!

If you have any questions, please let me know!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

----- Forwarded by Nicole M Fuselier/NBC/OS/DOI on 07/15/2011 12:46 PM -----

From: Nicole M Fuselier/NBC/OS/DOI

To: "Green, Kim" <Kim.Green@us.gt.com>

Date: 07/13/2011 08:26 AM

Subject: Re: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft
December 16th – Final draft
March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Green, Kim" <Kim.Green@us.gt.com>

To: "nicole.fuselier@aqd.nbc.gov" <nicole.fuselier@aqd.nbc.gov>, "Melissa.onyszko@aqd.nbc.gov" <Melissa.onyszko@aqd.nbc.gov>

Cc: "Shea, Robert" <Robert.Shea@us.gt.com>, "Hebert, Marc" <marc.hebert@us.gt.com>, "Bosin, Morris" <morris.bosin@us.gt.com>, "Cameron, Scott (Alexandria)" <Scottj.Cameron@us.gt.com>, "Ayres-Beezer, Tatiana" <Tatiana.Ayres-Beezer@us.gt.com>, "Daniels, Omar" <omar.daniels@us.gt.com>

Date: 05/16/2011 08:37 AM

Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Dear Ms. Fuselier and Ms. Onyszko:

Grant Thornton is pleased to submit its proposal for the opportunity mentioned above. Should you have any questions, please contact Robert Shea at 703.637.2866 or Robert.Shea@us.gt.com. You may also contact Tatiana Ayres-Beezer, our Contracts Administrator, at 703.562.5933 or tatiana.ayres-beezer@us.gt.com.

Thank you.

Warm Regards,

Kim Green | Marketing Coordinator
Grant Thornton LLP
333 John Carlyle, Suite 500 | Alexandria, VA | 22314 | United States
T (direct) +1 703 637 2826 | **T (internal)** 72826
F +1 703 837 4455
E kim.green@us.gt.com | **W** www.grantthornton.com

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As the U.S. member firm of a global accounting organization, Grant Thornton LLP is adopting the global address email protocol: firstname.surname@us.gt.com. Please update your address book, and thank you!

Grant Thornton

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[attachment "Volume 1 - Technical Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 2 - Price Supplement to RFQ D11P519004

2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 3 - Past Performance Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]

Fw: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)
Nicole M Fuselier to: Kim.Green 07/15/2011 12:48 PM
Cc: Melissa Onyszko

Hi Kim,

I did not hear back from you regarding your technical and price quote validity.

Please see below email, and let me know if your technical and price quote still stand based on the new dates, and also could you extend the validity of your quote for 60 additional calendar days as it is due to expire today?

Thanks!

If you have any questions, please let me know!

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

----- Forwarded by Nicole M Fuselier/NBC/OS/DOI on 07/15/2011 12:46 PM -----

From:	Nicole M Fuselier/NBC/OS/DOI
To:	"Green, Kim" <Kim.Green@us.gt.com>
Date:	07/13/2011 08:26 AM
Subject:	Re: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Good morning,

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If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

"Green, Kim" Subject: Grant Thornton proposal to the U.S. De... 05/16/2011 08:37:16 AM

From:	"Green, Kim" <Kim.Green@us.gt.com>
To:	"nicole.fuselier@aqd.nbc.gov" <nicole.fuselier@aqd.nbc.gov>, "Melissa.onyszko@aqd.nbc.gov" <Melissa.onyszko@aqd.nbc.gov>
Cc:	"Shea, Robert" <Robert.Shea@us.gt.com>, "Hebert, Marc" <marc.hebert@us.gt.com>, "Bosin, Morris" <morris.bosin@us.gt.com>, "Cameron, Scott (Alexandria)" <Scottj.Cameron@us.gt.com>, "Ayres-Beezer, Tatiana" <Tatiana.Ayres-Beezer@us.gt.com>, "Daniels, Omar" <omar.daniels@us.gt.com>
Date:	05/16/2011 08:37 AM
Subject:	Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Dear Ms. Fuselier and Ms. Onyszko:

Grant Thornton is pleased to submit its proposal for the opportunity mentioned above. Should you have any questions, please contact Robert Shea at 703.637.2866 or Robert.Shea@us.gt.com. You may also contact Tatiana Ayres-Beezer, our Contracts Administrator, at 703.562.5933 or tatiana.ayres-beezer@us.gt.com.

Thank you.

Warm Regards,

Kim Green | Marketing Coordinator
Grant Thornton LLP
333 John Carlyle, Suite 500 | Alexandria, VA | 22314 | United States
T **(direct)** +1 703 637 2826 | **T (internal)** 72826

F +1 703 837 4455
E kim.green@us.gt.com | **W** www.grantthornton.com

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Grant Thornton

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[attachment "Volume 1 - Technical Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 2 - Price Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 3 - Past Performance Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]

Re: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)
Nicole M Fuselier to: Green, Kim 07/13/2011 08:26 AM

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft
December 16th – Final draft
March 1, 2012 – contract expires.

Grant Thornton

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

"Green, Kim" Subject: Grant Thornton proposal to the U.S. De... 05/16/2011 08:37:16 AM

From: "Green, Kim" <Kim.Green@us.gt.com>
To: "nicole.fuselier@aqd.nbc.gov" <nicole.fuselier@aqd.nbc.gov>, "Melissa.onyszko@aqd.nbc.gov" <Melissa.onyszko@aqd.nbc.gov>
Cc: "Shea, Robert" <Robert.Shea@us.gt.com>, "Hebert, Marc" <marc.hebert@us.gt.com>, "Bosin, Morris" <morris.bosin@us.gt.com>, "Cameron, Scott (Alexandria)" <Scottj.Cameron@us.gt.com>, "Ayres-Beezer, Tatiana" <Tatiana.Ayres-Beezer@us.gt.com>, "Daniels, Omar" <omar.daniels@us.gt.com>

Date: 05/16/2011 08:37 AM
Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Subject: Grant Thornton proposal to the U.S. Department of the Interior (RFQ# D11PS19004)

Dear Ms. Fuselier and Ms. Onyszko:

Grant Thornton is pleased to submit its proposal for the opportunity mentioned above. Should you have any questions, please contact Robert Shea at 703.637.2866 or Robert.Shea@us.gt.com. You may also contact Tatiana Ayres-Beezer, our Contracts Administrator, at 703.562.5933 or tatiana.ayres-beezer@us.gt.com.

Thank you.

Warm Regards,

Kim Green | Marketing Coordinator
Grant Thornton LLP
333 John Carlyle, Suite 500 | Alexandria, VA | 22314 | United States
T (direct) +1 703 637 2826 | **T (internal)** 72826
F +1 703 837 4455
E kim.green@us.gt.com | **W** www.grantthornton.com

Please note: Our email addresses are changing
As the U.S. member firm of a global accounting organization, Grant Thornton LLP is adopting the global address email protocol: firstname.surname@us.gt.com. Please update your address book, and thank you!

[attachment "Volume 1 - Technical Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 2 - Price Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Volume 3 - Past Performance Supplement to RFQ D11P519004 2011-05-16_FINAL.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]

Re: Solicitation D11PS19004 Update
Kay Hudson
to:
Nicole.Fuselier
07/13/2011 10:35 AM
Cc:
Gerry Brokaw
Show Details

Commonwealth Center

History: This message has been replied to.
Dear Ms. Fuselier,

Our technical and price quotes for solicitation D11PS19004 still stand. We extend the quote for 60 additional calendar days. Please advise if something needs to be done in the automated system.

Sincerely yours,
Kay Hudson

On Wed, Jul 13, 2011 at 9:23 AM, <Nicole.Fuselier@aqd.nbc.gov> wrote:

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft
December 16th – Final draft
March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center

US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

--
Kay Hudson
Commonwealth Center for High-Performance Organizations, Inc.
Principal Associate

cell: 843.754.5603
home: 708.246.4380
kay.hudson@highperformanceorg.com

Re: status
Max Larsen
to:
Nicole.Fuselier
07/13/2011 10:19 AM
Cc:
Max Larsen, Max Larsen
Show Details

Summit Group

The Summit Group is pleased to confirm that our pricing and Technical Proposal remain valid with the change of dates. We extend our quote validity for 60 days.

Max D. Larsen
Senior Consultant
The Summit Group
1 D Street SE
Washington, DC 20003
301 648 8840

--- On **Wed, 7/13/11, Nicole.Fuselier@aqd.nbc.gov** <*Nicole.Fuselier@aqd.nbc.gov*> wrote:

> From: Nicole.Fuselier@aqd.nbc.gov <Nicole.Fuselier@aqd.nbc.gov>
> Subject: Re: status
> To: "Max Larsen" <max@maxdlarsen.com>
> Date: Wednesday, July 13, 2011, 8:27 AM
>
> Good morning,
>
> There has been a change in dates for solicitation D11PS19004. The new dates are as follows:
>
> September 7th – Contract effective date
> November 4th - First draft
> December 16th – Final draft
> March 1, 2012 – contract expires.
>
> Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.
>
> If you have any questions, please let me know.
>
> A response date to this request is due by tomorrow 07/14/2011 at 3PM.
>
> Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	Max Larsen <max@maxdlarsen.com>
To:	Nicole.Fuselier@aqd.nbc.gov
Date:	06/21/2011 06:09 AM
Subject:	Re: status

Any news on this yet?

--- On **Tue, 5/31/11, Nicole.Fuselier@aqd.nbc.gov** *<Nicole.Fuselier@aqd.nbc.gov>* wrote:

From: Nicole.Fuselier@aqd.nbc.gov <Nicole.Fuselier@aqd.nbc.gov>
Subject: Re: status
To: "Max Larsen" <max@maxdlarsen.com>
Date: Tuesday, May 31, 2011, 7:59 AM

Hi Max,

We are still reviewing the technical proposals. There is a chance the award date may be delayed. I will keep you posted. Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	Max Larsen <max@maxdlarsen.com>
To:	Nicole.Fuselier@aqd.nbc.gov
Date:	05/27/2011 06:42 PM
Subject:	status

Has a decision been made about the solicitation for strategic planning updating for the Nuclear Regulatory Commission? Thanks

RE: The Performance Institute's Response to Solicitiation D11PS19004
Lymn, Rebeccah
to:
Nicole.Fuselier@aqd.nbc.gov
07/13/2011 12:05 PM
Cc:
"Mueller, Jennifer"
Show Details

Performance Institute

History: This message has been replied to.

Good day,

Attached is a letter from the Performance Institute formally acknowledging the date changes and extending the validity of our quote.

Please contact me with any further questions or concerns.

Thanks & Regards,

Rebeccah Lymn
Proposal Manager

The Performance Institute, Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 202-739-9557
Fax: 866-234-0680
Rebeccah.Lymn@PerformanceInstitute.org

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Wednesday, July 13, 2011 8:24 AM
To: Lymn, Rebeccah
Cc: Mueller, Jennifer
Subject: RE: The Performance Institute's Response to Solicitiation D11PS19004

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
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March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	"Lymn, Rebeccah" <rebeccah.lymn@performanceinstitute.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Date:	05/16/2011 11:06 AM
Subject:	RE: The Performance Institute's Response to Solicitiation D11PS19004

Thank you for the confirmation.

Best Regards,

Rebeccah Lymn
Proposal Manager

The Performance Institute, Corporate Headquarters
805 15th Street, NW, 3rd Floor
Washington, DC 20005
Tel: 202-739-9557
Fax: 866-234-0680
Rebeccah.Lymn@PerformanceInstitute.org

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Monday, May 16, 2011 10:25 AM
To: Lymn, Rebeccah
Subject: Re: The Performance Institute's Response to Solicitiation D11PS19004

Received, thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From:	"Lymn, Rebeccah" <rebeccah.lymn@performanceinstitute.org>
To:	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>, "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Cc:	"Mueller, Jennifer" <jennifer.mueller@performanceinstitute.org>, "Desenberg, Jon" <jon.desenberg@performanceinstitute.org>
Date:	05/16/2011 09:56 AM
Subject:	The Performance Institute's Response to Solicitiation D11PS19004

The Performance Institute is pleased to present a proposal of services to the Nuclear Regulatory Commission (NRC), The Office of Inspector General (OIG) for Facilitation Support to Update the NRC OIG FY 2008-2013 Strategic Plan. The Performance Institute is a private, non-partisan think-tank improving government results through the principles of performance, competition, transparency, and accountability.

The Performance Institute's services are geared specifically to federal, state, and local governments to provide access to comprehensive and experience-tested methodologies on organizational improvement, change and accountability. The Performance Institute's strategic consulting services focus on a comprehensive set of organizational performance issues, including strategic planning, performance measurement, resource alignment/management, reporting and evaluation, workforce, project management and process improvement.

This proposal of services includes all required information as specified in the solicitation, to include each volume (Volume 1: Technical, Volume 2: Past Performance, and Volume 3: Price) in separate attachments.

We are confident the materials provided in our response equip NRC OIG with a sufficient understanding of The Institute's expertise and capabilities to provide quality consultant services that meet all the requirements stated in the Statement of Work of this solicitation. Should there be any questions with regard to the materials, The Institute or its response, please do not hesitate to contact me.

Kindest Regards,

Jennifer Mueller
Vice President, Consulting Services

The Performance Institute, Corporate Headquarters
805 15th Street, NW
3rd Floor
Washington, DC 20005
Office: 202.739.9619
Cell: [redacted]
Fax: 866-234-0680
Jennifer.Mueller@performanceinstitute.org

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[attachment "image002.gif" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "image001.jpg" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "PI Response RFQ#D11PS19004 V3.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "PI Response RFQ#D11PS19004 V1.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "PI Response RFQ#D11PS19004 V2.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]

The Performance Institute

805 15th Street, NW | 3rd Floor | Washington, DC
Tel: 877-992-9521 | Fax: 866-234-0680

Wednesday, July 13, 2011

Nicole Fuselier
Contract Specialist
Acquisition Services Directorate
National Business Center
US Department Of Interior

Re: Extend Validity of PI Response to Solicitation D11PS19004

Dear Ms. Fuselier,

The Performance Institute (PI) acknowledges the changes in dates for Solicitation D11PS19004. Our technical and price quote still stand and we are happy to extend the quote validity for 60 additional calendar days. Furthermore, our Key Personnel, Jon Desenberg is available for the new dates.

The Performance Institute looks forward to potentially supporting the Nuclear Regulatory Commission, Office of the Inspector General to update their Strategic Plan. Should you have any questions or concerns about our quote or PI, feel free to contact me.

Sincerely,

Jennifer Mueller
Vice President of Consulting Services
Office: 202-739-9619
Cell: [redacted]
Email: Jennifer.Mueller@PerformanceInstitute.org

Transferring Knowledge to Transform Government

RE: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)
Corrado, Christina J.
to:
Nicole.Fuselier@aqd.nbc.gov
07/14/2011 10:18 AM
Cc:
"GLACE, Paul"
Show Details

LMI

7/14/2011

Good Morning Ms. Fuselier,

LMI's technical proposal is valid for an additional 60 calendar days. Because the new dates of performance cross into our next fiscal year, I've updated the price quote using our FY12 rates. LMI's fiscal year is the same as the Federal Government's – October 1 through September 30. Attached is a revised pricing spreadsheet which allocates hours using both LMI's FY11 and FY12 rates. This new price quote is valid for 60 calendar days. All other terms and conditions as originally proposed remain in effect.

Please let me know if you have any questions or need additional information.

Sincerely,

Christina Corrado
Contract Administrator

LMI
2000 Corporate Ridge
McLean, VA 22102-7805

571-633-7659
ccorrado@lmi.org
Complex Problems. Practical Solutions.
www.lmi.org

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Wednesday, July 13, 2011 8:26 AM
To: Corrado, Christina J.
Subject: Re: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft

December 16^{th} – Final draft
March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Corrado, Christina J." <ccorrado@lmi.org>

To: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>, "nicole.fuselier@aqd.nbc.gov" <nicole.fuselier@aqd.nbc.gov>

Date: 05/15/2011 01:07 PM

Subject: FW: LMI Response - RFQ563383 - NRC FY 2008-2013 Strategic Plan (NRC10)

5/15/2011

Good Afternoon,

LMI is pleased to submit the attached response for the Nuclear Regulatory Commission's FY 2008-2013 Strategic Plan solicitation. Please confirm receipt at your earliest convenience. The following documents make up our proposal package in its entirety:

Cover Letter
Volume I: Technical
Volume II: Price
Volume III: Past Performance
Vendor Verification Form

Completed Provisions
Completed SF 18
GSA Schedule Contract

We look forward to working with you on this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Christina Corrado
Contract Administrator

LMI
2000 Corporate Ridge
McLean, VA 22102-7805

571-633-7659
ccorrado@lmi.org
Complex Problems. Practical Solutions.
www.lmi.org[attachment "NRC10_Cover Letter.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_I_Technical.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_II_Price.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Volume_III_PastP.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Vendor Verification.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Competed Provisions.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "_NRC_Strat_Planning_Completed SF 18.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]
[attachment "GSA Mod-Pricing and Labor Categories-Jan09.PDF" deleted by Nicole M Fuselier/NBC/OS/DOI]

COMPANY PRIVATE DATA
LOGISTICS MANAGEMENT INSTITUTE
These rates are derived from LMI's:
GSA Corporate Contract NO. GS-00F-0026M
Mission Oriented Business Integrated Services-MOBIS SIN C R499

PROPOSAL: FY 2008-2013 Strategic Plan

CUSTOMER: Nuclear Regulatory Commission
DATE: July 14, 2011

LABOR CATEGORY	FY11 HOURS	FY11 RATE	FY11 PRICE	FY12 HOURS	FY12 RATE	FY12 PRICE	TOTAL PRICE
Executive Program Manager - Onsite	(b) (5) [redacted]						
Senior Program Manager - Onsite							
Senior Project Leader - Onsite							
Project Leader 1 - Onsite							
Project Leader 2 - Onsite							
Senior Specialist 1 - Onsite							
Senior Specialist 2 - Onsite							
Senior Specialist 3 - Onsite							
Specialist 1 - Onsite							
Specialist 2 - Onsite							
Specialist 3 - Onsite							
Analyst 1 - Onsite							
Analyst 2 - Onsite							
Analyst 3 - Onsite							
Research Specialist - Onsite							
Research Assistant - Onsite							
Administrative Support - Onsite							
TOTAL ONSITE LABOR							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
[illegible]							
Administrative Support - Offsite							
TOTAL OFFSITE LABOR							
TOTAL LABOR ONSITE & OFFSITE	[illegible]77[illegible]	[illegible]	$ [illegible]8,614.46	[illegible]145[illegible]	[illegible]	$ [illegible]16,848.01	$ [illegible]25,462.47
OTHER DIRECT COSTS	(b) (5) [redacted]	Subcontractor	Total FY11	(b) (5) [redacted]	Subcontractor	Total FY12	
Other ODC	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Applicable Burden (LMI:15.60%, Sub:3.9%)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL ODCs (excluding Travel)	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
	(b) (5) [redacted]	Subcontractor	Total FY11	(b) (5) [redacted]	Subcontractor	Total FY12	
TRAVEL	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Applicable Burden (LMI:15.60%, Sub:3.9%)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FOR TRAVEL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
TOTAL ESTIMATED PRICE	[illegible]	[illegible]	$ [illegible]8,614	[illegible]	[illegible]	$ [illegible]16,848	$ [illegible]25,462

The discount percentage applied to the rates in this table is: 1.00%

RE: RFQ No.: D11PS19004, Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013
Beth Rosenkampff
to:
Nicole.Fuselier
07/13/2011 12:03 PM
Show Details

Balance Scorecard

History: This message has been replied to.
Good Morning Nicole,

Thank you for the update. Yes, both the technical and price quote will be valid for the extended schedule below.

Beth

From: Nicole.Fuselier@aqd.nbc.gov [mailto:Nicole.Fuselier@aqd.nbc.gov]
Sent: Wednesday, July 13, 2011 8:25 AM
To: Beth Rosenkampff
Subject: Re: RFQ No.: D11PS19004, Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Good morning,

There has been a change in dates for solicitation D11PS19004. The new dates are as follows:

September 7th – Contract effective date
November 4th - First draft
December 16th – Final draft
March 1, 2012 – contract expires.

Please let me know if your technical and price quote still stand, and if you could extend the quote validity for 60 additional calendar dates as they are due to expire.

If you have any questions, please let me know.

A response date to this request is due by tomorrow 07/14/2011 at 3PM.

Thanks.

Nicole Fuselier
Contract Specialist

Acquisition Services Directorate
An ISO 9001 Certified Organization

National Business Center
US Dept. Of Interior
703-964-4809 P
www.aqd.nbc.gov

From: "Beth Rosenkampff" <br@balancedscorecard.org>

To: <melissa.onyszko@aqd.nbc.gov>, <Nicole.Fuselier@aqd.nbc.gov>

Cc: "'Howard Rohm'" <hhr@balancedscorecard.org>

Date: 05/16/2011 09:56 AM

Subject: RFQ No.: D11PS19004, Facilitation Support to Update the NRC/OIG Strategic Plan FY 2008-2013

Dear Ms. Onyszko and Ms. Fuselier,

Our Technical, Past Performance, and Price volumes for RFQ No. : D11PS19004 are attached. We have also included the Vendor Verification form and electronic copy of our GSA contract as required.

We look forward to the opportunity to assist the Nuclear Regulatory Commission-Office of Inspector General (NRC-OIG) with facilitation services to update the existing strategic plan.

Regards,
Beth Rosenkampff

Beth Rosenkampff
Director of External Relations
Balanced Scorecard Institute
a Strategy Management Group company
www.balancedscorecard.org
Office: (919) 460-8180

[attachment "NRC Attachments.zip" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "NRC Technical Proposal.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Past Performance Proposal.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI] [attachment "Financial Proposal.pdf" deleted by Nicole M Fuselier/NBC/OS/DOI]

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
D11PS19004	05/05/2011			

5a. ISSUED BY
NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000

Herndon,VA 20170-4817

6. DELIVER BY *(Date)*

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(No collect calls)*

NAME	TELEPHONE NUMBER
Nicole Fuselier	(703) 964-4809 ext.

9. DESTINATION
a. NAME OF CONSIGNEE

ATTN:

b. STREET ADDRESS
No Destination Addresses Defined

c. CITY

d. STATE | e. ZIP CODE

8. TO:
a. NAME No Vendor Information Available

b. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*
05/16/2011

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State, and local taxes)*

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [X] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY | e. STATE | f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME *(Type or print)*
b. TELEPHONE
AREA CODE
c. TITLE *(Type or print)*
NUMBER

Line Item Summary	Document Num'	Title	Page
	D11PS19004	FY 2008-2013 Strategic Plan	2 of 38

No Funding Information

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Updating Strategic Plan FY 2008-2013	(06/01/2011 to 11/01/2011)	1.00	UN	$	$

Contractor shall conduct meetings and facilitation sessions
Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around July 27, 2011, and a final draft strategic plan by or around August 22, 2011.

ALL QUOTES ARE DUE BY 10 AM MAY 16, 2011.

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-01 Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference.

52.212-01 ADDENDUM to Instructions to Offerors - Commercial Items

The Government anticipates that this effort will performed under GSA's FSS Number 874—Mission Oriented Business Integrated Services (MOBIS) under Special Item Number (SIN) Number 874-1—MOBIS Consulting Services. The codes for this requirement are as follows: NAICS code Number 541611—Administrative Management & General Management Consulting Services, and Product Service Code R409— Program Review, Development Services. The NAICS small business size standard is $7 million.

Offer shall be submitted on the SF 18 (52.212-1 (b) (11)).

Offeror agrees to hold the prices in its offer firm for 60 calendar days (52.212-1 (c)).

Offeror shall submit one offer and is not encouraged to submit multiple offers (52.212-I (e)).

The Government intends to award a single contract (52.212-1 (h)).

GUIDELINES FOR REQUEST FOR QUOTE

Request for Quote (RFQ), Solicitation Number D11PS19004

The US Department of Interior, through Acquisition Services Directorate (AQD), is issuing this solicitation as a RFQ on behalf of the Nuclear Regulatory Commission (NRC). This RFQ is being issued pursuant to Federal Acquisition Regulation (FAR) Part 8.4—General Services Administration (GSA) Federal Supply Schedules (FSS). The offeror must have an existing FSS. This requirement is for the purpose of entering into a Task Order (TO) for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-50.

Acquisition Services Directorate operates as a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act and provides contracting support to Federal Civilian and Department of Defense Agencies. AQD will handle the solicitation and resultant contract administration, as well as payment of invoices.

PERIOD OF PERFORMANCE

The resultant award will have an anticipated period of performance from June 1, 2011 through November 1, 2011.

CONTRACT TYPE

The resultant award will be labor-hour. No other direct costs or travel costs are anticipated under this order.

INSTRUCTIONS

Offeror shall submit three volumes: 1) Technical, 2) Price; and, 3) Past Performance. No pricing information should be included in the technical volume. Any pricing information included in the technical volume will be removed prior to the technical evaluation team receiving the technical quote. Additionally, the technical evaluation team will not see the past performance volume. Therefore, any technical information necessary for the Government to perform the technical evaluation must be included in the technical volume.

Your Quote MUST include the following information on the title page of each volume:

A. Tax identification number (TIN)
B. Dun & Bradstreet Number (DUNS)
C. Complete Business Mailing Address
D. Contact Name
E. Contact Phone
F. Contact Fax Number
G. Contact email address
H. GSA Contract Number
I. RFQ order number and project title

Offeror must also ensure that their firm is registered with the Central Contractor Registration (CCR). For information, refer to http://www.ccr.gov.

Offeror must submit with its technical quote the completed FAR 52.212-3 and a completed Contractor Organizational Conflicts of Interest Representation. If the Offeror's Representations and Certifications are registered on the ORCA website, it must be indicated in the technical volume of the offer.

Offeror shall verify in writing as part of their technical submission that their quoted solution is within the scope of their referenced GSA Schedule contract(s) (utilize Vendor Verification Form). Additionally, an (electronic) copy of the Offeror's GSA Contract, (including contract clauses) listing the applicable labor categories and fixed rates, shall be part of the technical submission. Fixed rates shall include all costs and fees, including overhead and profits, and the price quote shall identify any reduction in Schedule rates offered. If the Offeror is planning on entering into a teaming arrangement with another FSS contract holder, a copy of that teaming arrangement must be provided with their technical quote. An electronic copy of the teaming member's GSA contract must also be provided, to include all clauses, labor categories, and fixed rates.

APPLICABLE PROVISIONS AND CLAUSES

All clauses within the GSA schedule contract, against which the order will be awarded, apply to this solicitation and the resultant order, as applicable. However, updated clauses in this solicitation will supersede any GSA schedule contract clauses in the Schedule contract. Provisions and clauses included in this solicitation are available to view in full text at: http://farsite.hill.af.mil/vffara.htm.

The quote shall demonstrate that the offeror's plan to accomplish the effort is clear, feasible, and practical, including recognition of potential difficulties in performance and appropriateness and soundness of quoted solutions. The following technical evaluation factors will be evaluated on an adjectival basis: 1) Personnel qualifications, availability and experience; 2) understanding the contract requirement; and 3) past performance.

TECHNICAL VOLUME

The offeror shall provide a technical response divided into the sections indicated below for the technical evaluation criteria, taking a holistic approach to the requirements. No pricing information shall be included in the technical volume.

The contractor shall address the following:

1. Personnel Qualifications, Availability and Experience

The contractor shall have in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

The contractor shall have extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor must demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor also shall demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel must be a senior member of the company; have experience addressing and working with senior officials within the Federal government, and be available to begin this engagement on June 1, 2011.

2. Understanding the Contract Requirements

Offeror shall discuss their understanding of the work to be performed as set forth in the Statement of Work.

PAST PEFORMANCE VOLUME

Past performance will be evaluated utilizing adjectival ratings. Past performance offers information relevant to help the Government gauge the success of the vendor in providing the required services. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort. Please ensure that the telephone numbers listed are correct and active for all points of contact listed prior to submission. The Government may also consider information obtained through other sources and will utilize the Past Performance Information Retrieval System (PPIRS). In addition, the contractor has the opportunity to identify past or current contracts (including Federal, State and local Government, and private) for efforts similar to the Government requirement. This solicitation also authorizes offerors to provide information on problems encountered on the identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The source selection authority shall determine the relevance of similar past performance information. **Offerors shall provide the following information for projects similar in scope to that described in the solicitation**:

- A list of three (3) references for contracts performed within the last three (3) years for the Federal Government and/or commercial customers that demonstrate recent and relevant past performance for the type of work described in this Statement of Work.
- Include the following information:
  - Project title and description;
  - Contract number, type of contract, and amount;
  - Government agency or organization;
  - COTR's name, address and telephone number;
  - Current status; (e.g. completed and/or if in progress, start and estimated completion dates.)
  - Key personnel; and (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
  - A brief narrative of why you deem the reference relevant to this effort and the SOW paragraph to which the reference applies.
  - Problems encountered

Offerors shall send the Past Performance Questionnaire (Attachment III to this solicitation) to the references provided. The references shall complete and provide directly to the Melissa Onyszko at the following email address: Melissa.Onyszko@aqd.nbc.gov and Nicole.Fuselier@aqd.nbc.gov no later than the date and time specific on the Questionnaire. Questionnaires submitted after the date and time noted will not be accepted.

PRICING INSTRUCTIONS

The Price Volume shall be separate from the Technical and Past Performance Volumes. The Offeror shall only include pricing information in the pricing volume. The price quote must include the following, separated according to task within the statement of work.

1) Prices for all work identified in this solicitation, including labor categories, rates, and quoted hours. No travel expenses or other direct costs are anticipated on this requirement. If the Offeror is entering into a teaming arrangement with another FSS contractor holder the labor categories and hours must indicate to which company they apply. If the Offeror will be subcontracting part of the work the subcontractor's hours must be billed utilizing the Offeror's rates quoted for this procurement. The subcontractor labor categories and hours must be identified.

The offer shall include no open market items in its quote. Open market items are those items not listed on the FSS contract.

Estimated Level of Effort:

The government anticipates that the number of hours required for this project is 150. This includes approximately 30 hours for approximately four facilitation sessions and 120 hours for pre and post meeting preparations, telephone conferences, product evaluation and reporting, document preparation, and consulting services. However, the contractor is not required to quote this number of hours and should determine the appropriate number of hours based on its own experience and expertise.

NOTE: In an effort to receive the highest quality solution at the lowest possible price the Government highly encourages the Offeror to provide discounts on the labor rates for this requirement.

AWARD

The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives at a fair and reasonable price which represents the best value to the Government. The Government intends to make a single award. Partial quotes will not be accepted.

ASSUMPTIONS AND CONDITIONS

The Offeror shall detail all assumptions and conditions upon which the Offeror's quotation is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken." Technical assumptions should be included in the technical volume and price assumptions should be included in the price volume.

GENERAL INFORMATION

PAGE LIMITS:

Quotes	Page Limit
Technical Volume	Maximum of 10 pages

Price Volume Maximum of 5 pages
Past Performance Maximum of 5 pages

The page limits applying to the Technical Volume excludes any attachments/appendices (Vendor Verification Form, GSA Schedule contract, completed provisions)

RFQ DUE DATE:

The due date for response to this RFQ at the addresses specified below is on or before 10:00 AM ET May 16, 2011. Each volume shall be sent in separate attachments to the following email addresses: Melissa.Onyszko@aqd.nbc.gov and Nicole.Fuselier@aqd.nbc.gov.

NOTE: Due to email server and pipeline limitations, please limit the size of each email with attachments to 10MB.

RFQ QUESTIONS:

If you have questions regarding this requirement, please submit your inquiries immediately via email but no later than 3 PM ET on May 10, 2011 to Nicole.Fuselier@aqd.nbc.gov. The Government anticipates releasing the responses to any questions received on or before May 10, 2011, around approximately May 12, 2011.

2 52.212-02 EVALUATIONS – COMMERCIAL ITEMS (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Technical and Past Performance:

The following evaluation factors will be evaluated utilizing adjectival ratings and are weighted as noted below:

1. Personnel Qualifications, Availability, and Experience (70%)

2. Understanding the Contract Requirements (15%)

3. Past Performance (15%)

1. Personnel Qualifications, Availability, and Experience

The contractor has demonstrated in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

The contractor has demonstrated extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor demonstrated a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor has demonstrated a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel is a senior member of the company; has experience addressing and working with senior officials within the Federal government, and is available to begin this engagement on or around June 1, 2011.

2. Understanding the Contract Requirements

The contractor demonstrates a clear understanding of all the requirements to be met under the statement of work.

3. Past Performance

Past Performance—on this factor the Government will evaluate the quality of previous work products the Offeror and its key personnel have produced. Aspects which will be considered include customer satisfaction and business relations, such as:

- Usefulness and value of the services and products delivered (e.g., recommendations in previous work products were generally adopted).
- The key objectives and initial intent of the contracts were met (customer expectations).
- Previous work products contained relatively few substantial deficiencies, and the requested corrections were quickly and correctly made or satisfactorily explained;
- Previous work products contained detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

The areas of past performance surveyed are included in Past Performance Questionnaire, included in the solicitation. The Government may also consider past performance information obtained through other sources, including the Past Performance Information Retrieval System (PPIRS). If an offeror has no record of past performance from the last three years preceding the closing date of the solicitation the offeror will receive a "neutral" rating and will not be evaluated favorably or unfavorably on the evaluation factor.

Price:

The price quote will be evaluated to determine if it's fair and reasonable. The realism of quoted price will be evaluated as a reflection of the Offeror's understanding of the requirements. The quoted price will be evaluated separately but in conjunction with the technical and past performance elements as technical and past performance when combined are more important than price. A quoted price that is considered by the Government to be too low to accomplish the quoted technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

Award shall be made after determining that the offer represents the best value to the Government and the price is fair and reasonable. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. The Government intends to make a single award. Quotes will be reviewed and evaluated in accordance with FAR Part 8.4. Partial quotes will not be accepted.

(b) Any option would be exercised in accordance with FAR 52.217-8.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (April 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:* __________.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: __________. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:___________________________________

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* ________________.]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
__________	__________
__________	__________
__________	__________

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. **Country of Origin**

____________	______________
____________	______________
____________	______________

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**
____________	______________
____________	______________
____________	______________

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
________________	________________
________________	________________

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: ______________________________.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other ______________________________.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name ______________________________.

TIN ______________________________.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

4

NRCAR 2052.209-71 Contractor Organizational Conflicts of Interest Representation (Oct 1999)

I represent to the best of my knowledge and belief that:

The award to ____ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts;

(2) Disqualify the offeror; or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

5 52.233-02 SERVICE OF PROTEST (SEP 2009)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer: Melissa Onyszko; 381 Elden Street, Herndon, VA 20170.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

6 52.242-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following provisions are incorporated by reference:

FAR Provision	Provision Title	Provision Date
52.216-31	T&M/LH Proposal Requirements – Commercial Item Acquisition	FEB 2007

7 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages ______ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

8 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by August 22, 2011 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Final Draft Strategic Plan:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around July 27, 2011, and a final draft strategic plan by or around August 22, 2011.

5 Period and Place of Performance

It is anticipated that the period of performance shall commence on or around June 1, 2011 and shall expire on November 1, 2011. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

  i. Name of personnel

  ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

  iii. Labor Category(s) associated with employee

  iv. Hourly Rate associated with employee

  v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 GovPay E-Invoicing

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at http://www.ccr.gov.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

To Be Determined at Time of Award

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least

fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

[fill in name, address, telephone numbers, and email address of COR at award]

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause.

A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting
Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

11 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Nicole Fuselier
Phone: 703-964-4809

CLAUSES

9 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

AMOUNT TO BE IDENTIFIED AT TIME OF AWARD

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,

The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

10 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

11 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____

(Signature)

____

Date

12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989
52.233-1	Disputes	JULY 2002

13 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (APR 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate*.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

__ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (9) [Reserved]

__ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_ _ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (15) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (18) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_X_ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

__ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_X_ (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X_ (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_ _ (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

_X_ (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X_ (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_ _ (31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (35) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

__ (36) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (37)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (39) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (45) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

_X_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq*.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq*.).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq*.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq*.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

14 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

15 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 IV&V Contractor within 7 calendar days of contract expiration.

16 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

17 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

18 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the

regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Vendor Verification of GSA Schedule
II. Wage Determination
III. Past Performance Questionnaire

THIS FORM MUST BE RETURNED AND ATTACHED TO THE RFQ PACKAGE

ACQUISITION
SERVICES DIRECTORATE
Herndon

RFQ #:________________

RFQ Title:__________________________________

Subject: Vendor Verification of appropriate use of the GSA FSS Schedule.

I hereby verify that the price quote is submitted in accordance with our GSA FSS schedule Number:________________ and is within the scope of the referenced GSA schedule contract.

Signature:__________________________ Date:____________

Print Full Name_________________________________

Position Title:___________________________________

Contact Information:

Phone:______________________

Fax:________________________

Email:_______________________

WD 05-2104 (Rev.-12) was first posted on www.wdol.gov on 06/22/2010

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen, Director — Division of Wage Determinations	Wage Determination No.: 2005-2104 Revision No.: 12 Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I		10.80
12222 - Nursing Assistant II		12.14
12223 - Nursing Assistant III		13.98
12224 - Nursing Assistant IV		15.69
12235 - Optical Dispenser		20.17
12236 - Optical Technician		15.80
12250 - Pharmacy Technician		18.12
12280 - Phlebotomist		15.69
12305 - Radiologic Technologist		31.11
12311 - Registered Nurse I		27.64
12312 - Registered Nurse II		33.44
12313 - Registered Nurse II, Specialist		33.44
12314 - Registered Nurse III		40.13
12315 - Registered Nurse III, Anesthetist		40.13
12316 - Registered Nurse IV		48.10
12317 - Scheduler (Drug and Alcohol Testing)		21.73
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.86
13012 - Exhibits Specialist II		24.61
13013 - Exhibits Specialist III		30.09
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		33.88
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		30.60
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.65
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		33.76
13110 - Video Teleconference Technician		20.39
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.92
14042 - Computer Operator II		21.18
14043 - Computer Operator III		23.60
14044 - Computer Operator IV		26.22
14045 - Computer Operator V		29.05
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equpment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.19
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment III

Past Performance Questionnaire

INSTRUCTIONS TO REFERENCES COMPLETING THIS FORM: Send this questionnaire directly to the following email addresses: Nicole.Fuselier@aqd.nbc.gov and Melissa.Onyszko@aqd.nbc.gov Contact Nicole Fuselier directly at 703-964-4809 or Melissa Onyszko at 703-964-3638 if necessary. This completed form must be received at the email address noted prior to 10 AM ET on May 19, 2011. Forms received after that date and time will not be accepted.

Evaluating Organization:	**Reporting Period: From To**	
Contracting Office:	**Contract Number:**	**Order Number:**

Contractor Name:	**Contractor Address:**	
DUNS:	**Country:**	**TIN:**
Additional or Alternate Contractor Name:		

NAICS:	**Commodity Code:**	**Contract Type:**

Contract Award Date:	**Contract Expiration Date:**	**Contract Value: $**

Requirement Description:

Ratings

Please rate the contractor's performance by checking the number which corresponds to the rating for each rating category.

1. Quality of Product or Service, including:

- *The degree of usefulness and value to the customer of the services and products delivered.*
- *The degree to which the key objectives and initial intent of the contract was met.*
- *Did the work products contain relatively few substantial deficiencies?*
- *Did the work products contain detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.?*

☐Unsatisfactory ☐Poor ☐Fair ☐Good ☐Excellent ☐ Outstanding

Comments for Quality of Product or Service

2. Cost Control

☐Unsatisfactory ☐Poor ☐Fair ☐Good ☐Excellent ☐ Outstanding

Comments for <u>Cost Control</u>

3. Timeliness of Performance, including:

- *The degree to which the key objectives and initial intent of the contract was met concerning agency program deadlines*

☐Unsatisfactory ☐Poor ☐Fair ☐Good ☐Excellent ☐ Outstanding

Comments for <u>Timeliness of Performance</u>

4. Business Relations, including:

- *Were requested corrections to deliverables quickly and correctly made, or satisfactorily explained?*

☐Unsatisfactory ☐Poor ☐Fair ☐Good ☐Excellent ☐ Outstanding

Comments for <u>Business Relations</u>

Rating Guidelines

<u>Quality of Product or Service</u>

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Cost Control

Unsatisfactory	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.
Poor	Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements.
Fair	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, cost management issues and the Contractor has met the contract requirements.
Excellent	There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.

Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PS19004	CS: Nicole Fuselier CO: Melissa Onyszko

Check One:

☐ Pre-Solicitation Documents ☒ Solicitation ☐ Award ☐ Modification ☐ Protest ☐ Termination

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	Action Required	Name	Concur / Approve / Reject (indicate with or w/o comments)	Signature	Date
Peer	Concur	Don	Concur	[signature]	3 MAY 2011
Review		Abramovic	w/ comments		

Reviewer Name: Don Abramovic Comments: Q8 & Q9 36 date so assessed with ?. seems too short.	Resolution of Comments: Changed to May 10 to give an extra day	Initials & Date: NF 5/5/11

Contract Instrument Review and Approval Form
Version 5
October 1, 2009

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO. D11PS19004	2. DATE ISSUED 05/03/2011	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING

5a. ISSUED BY
NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000

Herndon,VA 20170-4817

6. DELIVER BY *(Date)*

7. DELIVERY [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(No collect calls)*

NAME	TELEPHONE NUMBER
Nicole Fuselier	(703) 964-4809 ext.

9. DESTINATION
a. NAME OF CONSIGNEE
ATTN:
b. STREET ADDRESS
No Destination Addresses Defined
c. CITY
d. STATE
e. ZIP CODE

8. TO:
a. NAME No Vendor Information Available
b. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*
05/16/2011

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State, and local taxes)*

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [X] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY e. STATE f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME *(Type or print)*
b. TELEPHONE
AREA CODE
c. TITLE *(Type or print)*
NUMBER

Line Item Summary	Document Number	Title	Page
	D11PS19004	FY 2008-2013 Strategic Plan	2 of 38

No Funding Information

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Updating Strategic Plan FY 2008-2013	(06/01/2011 to 11/01/2011)	1.00	UN	$	$

Contractor shall conduct meetings and facilitation sessions
Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around July 27, 2011, and a final draft strategic plan by or around August 22, 2011.

10 Am

TABLE OF CONTENTS

There is only one designated COTR for this contract who has the authority to act as the designated Contracting Officer's Technical Representative.

1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-01 Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference.

52.212-01 ADDENDUM to Instructions to Offerors - Commercial Items

The Government anticipates that this effort will performed under GSA's FSS Number 874—Mission Oriented Business Integrated Services (MOBIS) under Special Item Number (SIN) Number 874-1—MOBIS Consulting Services. The codes for this requirement are as follows: NAICS code Number 541611—Administrative Management & General Management Consulting Services, and Product Service Code R409— Program Review, Development Services. The NAICS small business size standard is $7 million.

Offer shall be submitted on the SF 18 (52.212-1 (b) (11)).

Offeror agrees to hold the prices in its offer firm for 60 calendar days (52.212-1 (c)).

Offeror shall submit one offer and is not encouraged to submit multiple offers (52.212-1 (e)).

The Government intends to award a single contract (52.212-1 (h)).

GUIDELINES FOR REQUEST FOR QUOTE

Request for Quote (RFQ), Solicitation Number D11PS19004

The US Department of Interior, through Acquisition Services Directorate (AQD), is issuing this solicitation as a RFQ on behalf of the Nuclear Regulatory Commission (NRC). This RFQ is being issued pursuant to Federal Acquisition Regulation (FAR) Part 8.4—General Services Administration (GSA) Federal Supply Schedules (FSS). The offeror must have an existing FSS. This requirement is for the purpose of entering into a Task Order (TO) for Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-50.

Acquisition Services Directorate operates as a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act and provides contracting support to Federal Civilian and Department of Defense Agencies. AQD will handle the solicitation and resultant contract administration, as well as payment of invoices.

PERIOD OF PERFORMANCE

The resultant award will have an anticipated period of performance from June 1, 2011 through November 1, 2011.

CONTRACT TYPE

The resultant award will be labor-hour. No other direct costs or travel costs are anticipated under this order.

INSTRUCTIONS

Offeror shall submit three volumes: 1) Technical, 2) Price; and, 3) Past Performance. No pricing information should be included in the technical volume. Any pricing information included in the technical volume will be removed prior to the technical evaluation team receiving the technical quote. Additionally, the technical evaluation team will not see the past performance volume. Therefore, any technical information necessary for the Government to perform the technical evaluation must be included in the technical volume.

Your Quote MUST include the following information on the title page of each volume:

A. Tax identification number (TIN)
B. Dun & Bradstreet Number (DUNS)
C. Complete Business Mailing Address
D. Contact Name
E. Contact Phone
F. Contact Fax Number
G. Contact email address
H. GSA Contract Number
I. RFQ order number and project title

Offeror must also ensure that their firm is registered with the Central Contractor Registration (CCR). For information, refer to http://www.ccr.gov.

Offeror must submit with its technical quote the completed FAR 52.212-3 and a completed Contractor Organizational Conflicts of Interest Representation. If the Offeror's Representations and Certifications are registered on the ORCA website, it must be indicated in the technical volume of the offer.

Offeror shall verify in writing as part of their technical submission that their quoted solution is within the scope of their referenced GSA Schedule contract(s) (utilize Vendor Verification Form). Additionally, an (electronic) copy of the Offeror's GSA Contract, (including contract clauses) listing the applicable labor categories and fixed rates, shall be part of the technical submission. Fixed rates shall include all costs and fees, including overhead and profits, and the price quote shall identify any reduction in Schedule rates offered. If the Offeror is planning on entering into a teaming arrangement with another FSS contract holder, a copy of that teaming arrangement must be provided with their technical quote. An electronic copy of the teaming member's GSA contract must also be provided, to include all clauses, labor categories, and fixed rates.

APPLICABLE PROVISIONS AND CLAUSES

All clauses within the GSA schedule contract, against which the order will be awarded, apply to this solicitation and the resultant order, as applicable. However, updated clauses in this solicitation will supersede any GSA schedule contract clauses in the Schedule contract. Provisions and clauses included in this solicitation are available to view in full text at: http://farsite.hill.af.mil/vffara.htm.

The quote shall demonstrate that the offeror's plan to accomplish the effort is clear, feasible, and practical, including recognition of potential difficulties in performance and appropriateness and soundness of quoted solutions. The following technical evaluation factors will be evaluated on an adjectival basis: 1) Personnel qualifications, availability and experience; 2) understanding the contract requirement; and 3) past performance.

TECHNICAL VOLUME

The offeror shall provide a technical response divided into the sections indicated below for the technical evaluation criteria, taking a holistic approach to the requirements. No pricing information shall be included in the technical volume.

The contractor shall address the following:

1. Personnel Qualifications, Availability and Experience

The contractor shall have in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

The contractor shall have extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor must demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor also shall demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel must be a senior member of the company; have experience addressing and working with senior officials within the Federal government, and be available to begin this engagement on June 1, 2011.

2. Understanding the Contract Requirements

Offeror shall discuss their understanding of the work to be performed as set forth in the Statement of Work.PAST PEFORMANCE VOLUME

Past performance will be evaluated utilizing adjectival ratings. Past performance offers information relevant to help the Government gauge the success of the vendor in providing the required services. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort. Please ensure that the telephone numbers listed are correct and active for all points of contact listed prior to submission. The Government may also consider information obtained through other sources and will utilize the Past Performance Information Retrieval System (PPIRS). In addition, the contractor has the opportunity to identify past or current contracts (including Federal, State and local Government, and private) for efforts similar to the Government requirement. This solicitation also authorizes offerors to provide information on problems encountered on the identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The source selection authority shall determine the relevance of similar past performance information. **Offerors shall provide the following information for projects similar in scope to that described in the solicitation**:

- A list of three (3) references for contracts performed within the last three (3) years for the Federal Government and/or commercial customers that demonstrate recent and relevant past performance for the type of work described in this Statement of Work.
- Include the following information:
  - Project title and description;
  - Contract number, type of contract, and amount;
  - Government agency or organization;
  - COTR's name, address and telephone number;
  - Current status; (e.g. completed and/or if in progress, start and estimated completion dates.)
  - Key personnel; and (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
  - A brief narrative of why you deem the reference relevant to this effort and the SOW paragraph to which the reference applies.
  - Problems encountered

Offerors shall send the Past Performance Questionnaire (Attachment III to this solicitation) to the references provided. The references shall complete and provide directly to the Melissa Onyszko at the following email address:

Melissa.Onyszko@aqd.nbc.gov and Nicole.Fuselier@aqd.nbc.gov no later than the date and time specific on the Questionnaire. Questionnaires submitted after the date and time noted will not be accepted.

PRICING INSTRUCTIONS

The Price Volume shall be separate from the Technical and Past Performance Volumes. The Offeror shall only include pricing information in the pricing volume. The price quote must include the following, separated according to task within the statement of work.

1) Prices for all work identified in this solicitation, including labor categories, rates, and quoted hours. No travel expenses or other direct costs are anticipated on this requirement. If the Offeror is entering into a teaming arrangement with another FSS contractor holder the labor categories and hours must indicate to which company they apply. If the Offeror will be subcontracting part of the work the subcontractor's hours must be billed utilizing the Offeror's rates quoted for this procurement. The subcontractor labor categories and hours must be identified.

The offer shall include no open market items in its quote. Open market items are those items not listed on the FSS contract.

Estimated Level of Effort:

The government anticipates that the number of hours required for this project is 150. This includes approximately 30 hours for approximately four facilitation sessions and 120 hours for pre and post meeting preparations, telephone conferences, product evaluation and reporting, document preparation, and consulting services. However, the contractor is not required to quote this number of hours and should determine the appropriate number of hours based on its own experience and expertise.

NOTE: In an effort to receive the highest quality solution at the lowest possible price the Government highly encourages the Offeror to provide discounts on the labor rates for this requirement.

AWARD

The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives at a fair and reasonable price which represents the best value to the Government. The Government intends to make a single award. Partial quotes will not be accepted.

ASSUMPTIONS AND CONDITIONS

The Offeror shall detail all assumptions and conditions upon which the Offeror's quotation is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken." Technical assumptions should be included in the technical volume and price assumptions should be included in the price volume.

GENERAL INFORMATION

PAGE LIMITS:

Quotes	Page Limit
Technical Volume	Maximum of 10 pages
Price Volume	Maximum of 5 pages
Past Performance	Maximum of 5 pages

The page limits applying to the Technical Volume excludes any attachments/appendices (Vendor Verification Form, GSA Schedule contract, completed provisions)

RFQ DUE DATE:

The due date for response to this RFQ at the addresses specified below is on or before 10:00 AM ET May 16, 2011. Each volume shall be sent in separate attachments to the following email addresses: Melissa.Onyszko@aqd.nbc.gov and Nicole.Fuselier@aqd.nbc.gov.

NOTE: Due to email server and pipeline limitations, please limit the size of each email with attachments to 10MB.

RFQ QUESTIONS:

If you have questions regarding this requirement, please submit your inquiries immediately via email but no later than 3 PM ET on May 9, 2011 to Nicole.Fuselier@aqd.nbc.gov. The Government anticipates releasing the responses to any questions received on or before May 9, 2011, around approximately May 12, 2011.

2 52.212-02 EVALUATIONS – COMMERCIAL ITEMS (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Technical and Past Performance:

The following evaluation factors will be evaluated utilizing adjectival ratings and are weighted as noted below:

1. Personnel Qualifications, Availability, and Experience (70%)
2. Understanding the Contract Requirements (15%)
3. Past Performance (15%)

1. Personnel Qualifications, Availability, and Experience

The contractor has demonstrated in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

The contractor has demonstrated extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor demonstrated a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor has demonstrated a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel is a senior member of the company; has experience addressing and working with senior officials within the Federal government, and is available to begin this engagement on or around June 1, 2011.

2. Understanding the Contract Requirements

The contractor demonstrates a clear understanding of all the requirements to be met under the statement of work.

3. Past Performance

Past Performance—on this factor the Government will evaluate the quality of previous work products the Offeror and its key personnel have produced. Aspects which will be considered include customer satisfaction and business relations, such as:

- Usefulness and value of the services and products delivered (e.g., recommendations in previous work products were generally adopted).
- The key objectives and initial intent of the contracts were met (customer expectations).
- Previous work products contained relatively few substantial deficiencies, and the requested corrections were quickly and correctly made or satisfactorily explained;
- Previous work products contained detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

The areas of past performance surveyed are included in Past Performance Questionnaire, included in the solicitation. The Government may also consider past performance information obtained through other sources, including the Past Performance Information Retrieval System (PPIRS). If an offeror has no record of past performance from the last three years preceding the closing date of the solicitation the offeror will receive a "neutral" rating and will not be evaluated favorably or unfavorably on the evaluation factor.

Price:

The price quote will be evaluated to determine if it's fair and reasonable. The realism of quoted price will be evaluated as a reflection of the Offeror's understanding of the requirements. The quoted price will be evaluated separately but in conjunction with the technical and past performance elements as technical and past performance when combined are more important than price. A quoted price that is considered by the Government to be too low to accomplish the quoted technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

Award shall be made after determining that the offer represents the best value to the Government and the price is fair and reasonable. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. The Government intends to make a single award. Quotes will be reviewed and evaluated in accordance with FAR Part 8.4. Partial quotes will not be accepted.

(b) Any option would be exercised in accordance with FAR 52.217-8.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (April 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:* __________.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: __________. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:________________________________

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* ______________.]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
______	______
______	______
______	______

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. **Country of Origin**

__________ ______________

__________ ______________

__________ ______________

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. **Country of Origin**

__________ ______________

__________ ______________

__________ ______________

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

____

____

____

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. **Country of Origin**

____________	______________
____________	______________
____________	______________

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**
____________	______________
____________	______________
____________	______________

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b).*]

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**
____________________	____________________
____________________	____________________

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

o TIN: ______________________________.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other ______________________________.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name ______________________________.

TIN ______________________________.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

4

NRCAR 2052.209-71 Contractor Organizational Conflicts of Interest Representation (Oct 1999)

I represent to the best of my knowledge and belief that:

The award to ____of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts;

(2) Disqualify the offeror; or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

5 52.233-02 SERVICE OF PROTEST (SEP 2009)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer: Melissa Onyszko; 381 Elden Street, Herndon, VA 20170.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

6 52.242-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following provisions are incorporated by reference:

FAR Provision	Provision Title	Provision Date
52.216-31	T&M/LH Proposal Requirements – Commercial Item Acquisition	FEB 2007

7 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages ______ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

8 STATEMENT OF WORK

Nuclear Regulatory Commission

Office of the Inspector General

Statement of Work
Facilitation Support to Update the

NRC-OIG FY 2008 – 2013 Strategic Plan

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by August 22, 2011 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

For each facilitation session the Government estimates about 25 senior staff members to include the Inspector General, Deputy Inspector General, audit managers, investigative managers, team leaders, as well as other senior OIG staff.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

4 Tasks

1. **Kickoff Meeting:** Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. **Facilitation Session Summary Report:** Within 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. **NRC/OIG Final Draft Strategic Plan:** Contractor shall produce and deliver an electronic Microsoft Word version of the OIG initial draft strategic plan to the NRC OIG project officer by or around July 27, 2011, and a final draft strategic plan by or around August 22, 2011.

5 Period and Place of Performance

It is anticipated that the period of performance shall commence on or around June 1, 2011 and shall expire on November 1, 2011. The contractor shall conduct the facilitation sessions and attend meetings at the NRC facility located at: 11555 Rockville Pike, Rockville, MD 20852.

6 NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

7 Payment Schedule/Invoicing

The contractor shall bill no more than once monthly. Invoices shall include, as a minimum, the following information:

a) Task order/contract number

b) Billing period covered for services performed

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

   iii. Labor Category(s) associated with employee

   iv. Hourly Rate associated with employee

   v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

vi. Dates being invoiced

vii. Associated SOW task area

viii. Corresponding hours for each date

8 GovPay E-Invoicing

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at http://www.ccr.gov.

9 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

To Be Determined at Time of Award

The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least

fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) mush have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

10 Department of the Interior Acquisition Policy Release (DIAPR) 2010-18 Authorities and Delegations Notice to Contractor (May 2010):

Contracting Officer's Technical Representative (COTR)

The COTR will be determined upon contract award.
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

[fill in name, address, telephone numbers, and email address of COR at award]

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause.

A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting
Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Contract Specialist (CS)
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Nicole Fuselier
Phone: 703-964-4809

CLAUSES

9 LIMITATION OF FUNDS AND COST

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

AMOUNT TO BE IDENTIFIED AT TIME OF AWARD

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, 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 Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

> The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,
>
> The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

> The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,
>
> The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

10 NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.
The contractor shall include this provision in all subcontracts for contractor support services under this contract.

11 CERTIFICATE OF CONFLICT OF INTEREST

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exist, the contractor employee through the contract Project Manager shall be required to sign a Conflict of Interest Certificate, as follows:

TO: ______________________
Contracting Officer

THROUGH: ______________________
Contractor's Program Manager

FROM: ______________________
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

____

(Signature)

____

Date

12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 2008)

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 address:

http://farsite.hill.af.mil/vffara.htm
http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html
http://www.doi.gov/pam/aindex.html

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-4 Alt I	Contract Terms and Conditions – Commercial Items	JUN 2010
52.227-14	Rights in Data – General	DEC 2007
52.242-15	Stop-Work Order	AUG 1989
52.233-1	Disputes	JULY 2002

13 52.212-5 CONTRACT TERMS AND CONDITIOAL REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (APR 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

__ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (9) [Reserved]

__ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (15) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (18) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_X_ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

__ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_X_ (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X_ (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_ _ (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

_X_ (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X_ (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_ _ (31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (35) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

__ (36) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (37)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (39) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (45) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

_X_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

14 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Federal Equivalent to Policy Analyst is Series GS-0301: Grade Scale: GS-7, 9, 11 – 15

Monetary Wage rates are calculated from OPM web site: http://www.opm.gov/oca/11tables/index.asp using hourly rates assuming D.C. locality pay.

Employee Class	Monetary Wage -- Fringe Benefits
Policy Analyst	Policy Analyst – Series 0301, GS-13, $34.34

15 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 IV&V Contractor within 7 calendar days of contract expiration.

16 1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

17 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for 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 shall 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.

(End of clause)

18 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the

regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

ATTACHMENTS:

I. Vendor Verification of GSA Schedule
II. Wage Determination
III. Past Performance Questionnaire

SALARY TABLE 2011-GS

RATES FROZEN AT 2010 LEVELS

EFFECTIVE JANUARY 2011

Hourly Basic (B) Rates by Grade and Step
Hourly Overtime (O) Rates by Grade and Step

Grade	B/0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	$ 8.53	$ 8.82	$ 9.10	$ 9.38	$ 9.67	$ 9.83	$ 10.11	$ 10.39	$ 10.41	$ 10.67
	O	*12.80*	*13.23*	*13.65*	*14.07*	*14.51*	*14.75*	*15.17*	*15.59*	*15.62*	*16.01*
2	B	9.59	9.82	10.14	10.41	10.52	10.83	11.14	11.45	11.76	12.07
	O	*14.39*	*14.73*	*15.21*	*15.62*	*15.78*	*16.25*	*16.71*	*17.18*	*17.64*	*18.11*
3	B	10.46	10.81	11.16	11.51	11.86	12.21	12.56	12.91	13.26	13.60
	O	*15.69*	*16.22*	*16.74*	*17.27*	*17.79*	*18.32*	*18.84*	*19.37*	*19.89*	*20.40*
4	B	11.75	12.14	12.53	12.92	13.31	13.71	14.10	14.49	14.88	15.27
	O	*17.63*	*18.21*	*18.80*	*19.38*	*19.97*	*20.57*	*21.15*	*21.74*	*22.32*	*22.91*
5	B	13.14	13.58	14.02	14.46	14.90	15.33	15.77	16.21	16.65	17.09
	O	*19.71*	*20.37*	*21.03*	*21.69*	*22.35*	*23.00*	*23.66*	*24.32*	*24.98*	*25.64*
6	B	14.65	15.14	15.63	16.12	16.60	17.09	17.58	18.07	18.56	19.05
	O	*21.98*	*22.71*	*23.45*	*24.18*	*24.90*	*25.64*	*26.37*	*27.11*	*27.84*	*28.58*
7	B	16.28	16.82	17.37	17.91	18.45	19.00	19.54	20.08	20.62	21.17
	O	*24.42*	*25.23*	*26.06*	*26.87*	*27.68*	*28.50*	*29.31*	*30.12*	*30.93*	*31.76*
8	B	18.03	18.63	19.23	19.83	20.43	21.04	21.64	22.24	22.84	23.44
	O	*27.05*	*27.95*	*28.85*	*29.75*	*30.65*	*31.56*	*32.46*	*32.90*	*32.90*	*32.90*
9	B	19.92	20.58	21.24	21.91	22.57	23.23	23.90	24.56	25.22	25.89
	O	*29.88*	*30.87*	*31.86*	*32.87*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*
10	B	21.93	22.66	23.39	24.13	24.86	25.59	26.32	27.05	27.78	28.51
	O	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*
11	B	24.10	24.90	25.70	26.50	27.31	28.11	28.91	29.72	30.52	31.32
	O	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*
12	B	28.88	29.84	30.81	31.77	32.73	33.69	34.66	35.62	36.58	37.54
	O	*32.90*	*32.90*	*32.90*	*32.90*	*32.90*	*33.69*	*34.66*	*35.62*	*36.58*	*37.54*
13	B	34.34	35.49	36.63	37.78	38.92	40.07	41.21	42.36	43.50	44.65
	O	*34.34*	*35.49*	*36.63*	*37.78*	*38.92*	*40.07*	*41.21*	*42.36*	*43.50*	*44.65*
14	B	40.58	41.94	43.29	44.64	45.99	47.35	48.70	50.05	51.40	52.76
	O	*40.58*	*41.94*	*43.29*	*44.64*	*45.99*	*47.35*	*48.70*	*50.05*	*51.40*	*52.76*
15	B	47.74	49.33	50.92	52.51	54.10	55.69	57.29	58.88	60.47	62.06
	O	*47.74*	*49.33*	*50.92*	*52.51*	*54.10*	*55.69*	*57.29*	*58.88*	*60.47*	*62.06*

Contract Instrument Review and Approval Form

Contract / Solicitation Number: D11PS19004/ 0001	CS: Nicole Fuselier CO: Melissa Onyszko

Check One:

☐ Pre-Solicitation Documents ☒ Solicitation ☐ Award ☐ Modification ☐ Protest ☐ Termination

Instructions: This form shall be used any time a contract action (including pre-solicitation documentation, solicitations, awards, and modifications) is routed through AQD for review and approval. Use a separate form for each action (but multiple types of pre-solicitation documentation [i.e. D&F, J&A, DI-1886] may be routed together as one action with a single review and approval form). Before submitting the action to the first reviewer, the CS shall fill in the first two columns below (Reviewer and Action Required), listing each individual who must review the action and whether the individual is concurring or approving (both actions require a signature; approval indicates the final approval, which is usually the signing CO, but may be the Competition Advocate or HCA for Pre-Solicitation Documents). The reviewers shall each print his or her name, whether he or she concurs/approves or rejects, and whether comments are provided. Each reviewer must sign and date where indicated.

If comments are provided, the review shall list them in the spaces provided below, or shall reference an attached document. The CS must indicate how each the comment has been addressed on this form, or reference the attached document, and shall initial and date to acknowledge that all comments have been addressed.

Reviewer	Action Required	Name	Concur / Approve / Reject (indicate with or w/o comments)	Signature	Date
Peer Review	Concur	Donald Abamonte	CONCUR	[signature]	11/14/2011

Reviewer Name: Don Abamonte Comments: NONE	Resolution of Comments:	Initials & Date:

Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**
Reviewer Name: **Comments:**	**Resolution of Comments:**	**Initials & Date:**

RFQ # D11PS19004 Update to Strategic Plan

Q&A

May 11, 2011

1. **Is there an incumbent? If so, who is the incumbent? Are they eligible to bid?**

   Cooperative Personnel Services (CPS) performed facilitation services for the NRC/OIG in the 2007/2008 timeframe in support of the OIG's revision to its strategic plan. CPS is eligible to bid. To the best of our knowledge, the NRC/OIG has had no contact with CPS since that engagement.

2. **Is this set aside for a SB competition?**

   No, this is not set aside for SB.

3. **When do you anticipate the award date?** Around May 26, 2011

4. **When is the work expected to start?** On or around June 1, 2011

5. **How many meetings are there in a month, six months or a year?**

   The project requires a kick-off meeting, approximately 4 facilitation sessions, and discussions throughout the engagement to ensure that the facilitation session objectives are being met and accomplished in accordance with established milestones. Other consultation between the Contractor and the Project Officer will occur on an "as needed basis" and will be primarily by telephone or email. The government reserves the right to require additional meetings if issues arise that cannot be resolved satisfactorily by telephone.

   As indicated in the statement of work, it is estimated that the total number of hours required for this project is 150. This includes approximately 30 hours for approximately four facilitation sessions and 120 hours for pre and post meeting preparations, telephone conferences, product evaluation and reporting, document preparation, and consulting services. However, the contractor should determine the appropriate number of hours based on its own experience and expertise.

6. **Is it correct to assume that submission of (contractor's) GSA Approved Mission Oriented Business Integrated Services (MOBIS) Price List satisfies the requirement for submission of our GSA Schedule Contract?**

   Offeror shall verify in writing as part of their technical submission that their quoted solution is within the scope of their referenced GSA Schedule contract(s) (utilize Vendor Verification Form). **Additionally, an (electronic) copy of the Offeror's GSA Contract, (including**

contract clauses) listing the applicable labor categories and fixed rates, shall be part of the technical submission. Fixed rates shall include all costs and fees, including overhead and profits, and the price quote shall identify any reduction in Schedule rates offered. This is **not** included in the page limit.

7. **May we see the existing NRC OIG strategic plan and strategic planning framework to assist us in preparing our proposal?**

   The NRC OIG strategic plan is available on the NRC's public website at the following address:

   http://www.nrc.gov/insp-gen/plandocs.html

E-BUY: RFQ563383 - to conduct meetings and facilitation sessions
Dee Fisk
to:
nicole.fuselier
05/05/2011 03:13 PM
Show Details

History: This message has been forwarded.
Dear Nicole,

MEGA-TECH has been providing facilitation, coordination and meeting planning services for various government agencies for the last 23 years in the Washington metro area. We are a WMOSB located in McLean Virginia, close proximity 15-20 minutes to the NRC building. In addition, MEGA-TECH had several contracts with NRC performing engineering and nuclear related project overseas, especially in the former Soviet countries.

With this brief background about MEGA-TECH, I have a few questions to ask regarding this E-BUY opportunity.

1. Is there an incumbent? Are they eligible to bid?
2. Is this set aside for a SB competition?
3. When do you anticipate the award date?
4. When is the work expected to start?
5. How many meetings are there in a month, six months or a year?

Appreciate your time and response to these questions.

Dolores D. Fisk (Dee)

MEGA-TECH, Inc.
President & CEO
1749 Old Meadow Rd. Suite 650
McLean, VA 22102
T: 703-534-1629 F: 703-534-7208
www.megatechinc.com

RFQ ID: **RFQ563383**

RFQ Title: D11PS19004 FY 2008-2013 Strategic Plan

RFQ Issue Date: 05/05/2011 10:59:57 AM EDT

RFQ Close Date: 05/16/2011 10:00:00 AM EDT (Time Remaining: 10D 19H 10M)

Delivery: Period of performance: 06/01/2011 through 11/01/2011

Description: See attached solicitation.

Buyer Documents:
D11PS19004 FY 2008-2013 Strategic Plan

Reference #:

Category: 874: 874 1 , 874: 874 2

Contact: NICOLE FUSELIER
Department of the Interior

nicole.fuselier@aqd.nbc.gov

RFQ Question - Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan
Beth Rosenkampff
to:
Nicole.Fuselier
05/10/2011 03:05 PM
Show Details

Dear Ms. Fuselier,

We are excited about the potential engagement with Nuclear Regulatory Commission – Office of the Inspector General.

May we see the existing NRC OIG strategic plan and strategic planning framework to assist us in preparing our proposal?

Thank you for the opportunity to bid on this important work.

Beth Rosenkampff
Director of External Relations

Balanced Scorecard Institute
a Strategy Management Group company
www.balancedscorecard.org
Office: (919) 460-8180

Questions for RFQ 563383 FY 2008-2013 Strategic Plan
Corrado, Christina J.
to:
nicole.fuselier@aqd.nbc.gov
05/10/2011 01:55 PM
Cc:
"GLACE, Paul"
Show Details

History: This message has been replied to.
Hello Ms. Fuselier,

LMI respectfully submits the following questions regarding the subject solicitation. Please confirm receipt at your earliest convenience.

1. Is there an incumbent currently providing strategic planning services to the NRC OIG? If yes, who?
2. Is it correct to assume that submission of LMI's GSA Approved Mission Oriented Business Integrated Services (MOBIS) Price List satisfies the requirement for submission of our GSA Schedule contract?

Sincerely,

Christina Corrado
Contract Administrator

LMI
2000 Corporate Ridge
McLean, VA 22102-7805

571-633-7659
ccorrado@lmi.org
Complex Problems. Practical Solutions.
www.lmi.org

FY 2008-2013 Strategic Plan RFQ# D11PS19004 Question
Suzanne Pasternak
to:
Nicole.Fuselier@aqd.nbc.gov
05/09/2011 02:55 PM
Show Details

History: This message has been forwarded.
Hello Ms. Fuselier,

Suntiva would like to know who the incumbent is for this project. We understand that this is for an update to the 2008-2013 Strategic Plan that was created in 2008. Who created it and are they able to bid on this opportunity?

Thank you for your time.
Suzanne

Suzanne Pasternak, MA, MSM
Senior Proposal Manager
SUNTIVA
7600 Leesburg Pike Ste 440E | Falls Church, VA 22043
(703) 462-8470 ext. 9216 Direct | (703) 462-8477 Fax
www.suntiva.com
Great Minds. Great Hearts

E-BUY: RFQ563383 - to conduct meetings and facilitation sessions

Dee Fisk to: nicole.fuselier 05/05/2011 03:13 PM

History: This message has been forwarded.

Dear Nicole,

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4. When is the work expected to start?
5. How many meetings are there in a month, six months or a year?

Appreciate your time and response to these questions.

Dolores D. Fisk (Dee)

MEGA-TECH, Inc.
President & CEO
1749 Old Meadow Rd. Suite 650
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Delivery: Period of performance: 06/01/2011 through 11/01/2011
Description: See attached solicitation.
Buyer Documents:
D11PS19004 FY 2008-2013 Strategic Plan

Reference #:
Category: 874: 874 1 , 874: 874 2
Contact: NICOLE FUSELIER
Department of the Interior

nicole.fuselier@aqd.nbc.gov

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RFQ Summary

Send Q&As | Forward RFQ | Modify RFQ | Cancel RFQ

Selected vendor(s) were notified

RFQ ID **RFQ563383**	**Reference #**
RFQ Title D11PS19004 FY 2008-2013 Strategic Plan	
RFQ Status Open	**Delivery Days** Period of Performance 06/01/2011 through 11/01/2011
RFQ Issue Date 05/05/2011 10:59:57 AM EDT	**RFQ Close Date** 05/16/2011 10:00:00 AM EDT

Line Items

Mfr. part No/NSN/Item	Manufacturer	Product/Service Name	Qty	Unit	Ship Address

Description
See attached solicitation.

Attached Documents:
D11PS19004 FY 2008-2013 Strategic Plan

Shipping Address

(1) NRC:

Nuclear Regulatory Commission
11555 ROCKVILLE PIKE
Rockville, MD 20852

Individual Receiving Shipment
NICOLE FUSELIER
7039644809
NICOLE.FUSELIER@AQD.NBC.GOV

GSA eBuy

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Vendor Notifications

The following vendors will receive an email notice on the RFQ Issue date 05/05/2011 10:59:57 AM EDT inviting them to quote on your RFQ.

RFQ563383

Vendor Name	Contract Number	Category	Vendor e-mail
COOPERATIVE PERSONNEL SERVICES	GS-10F-0437M	874: 874 1	gib@cps.ca.gov
STRATEGIC ENTERPRISE SOLUTIONS, INC	GS-10F-0004U	874: 874 1	carolyn.muir@sesolutions.com
STRATEGIC INITIATIVES CONSULTING GR	GS-10F-0054M	874: 874 1	phiggins@sicgweb.com
STRATEGIC PERFORMANCE GROUP, LLC	GS-10F-0004L	874: 874 1	cynthia-roman@cox.net
THE PERFORMANCE INSTITUTE	GS-10F-0261M	874: 874 1	jennifer.mueller@perfomanceinstitute.org
COOPERATIVE PERSONNEL SERVICES	GS-10F-0437M	874: 874 2	gib@cps.ca.gov
STRATEGIC ENTERPRISE SOLUTIONS, INC	GS-10F-0004U	874: 874 2	carolyn.muir@sesolutions.com
STRATEGIC FUTURES CONSULTING GROUP,	GS-23F-9764H	874: 874 2	INFO@STRATEGICFUTURES.COM
THE PERFORMANCE INSTITUTE	GS-10F-0261M	874: 874 2	jennifer.mueller@perfomanceinstitute.org

Back

INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)

1. PROJECT TITLE: **Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan**				
2. PROJECT MANAGER	Period of Performance			
	FROM		TO	
Lynn Fort	May 1, 2011		December 31, 2011	
DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR (List Labor Categories)	ESTIMATED HOURS	RATED PER HOUR ($)	ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
Senior Trainer/Facilitator	(b) (5) [redacted]			
Technician II				
			TOTAL DIRECT LABOR	(b) (5) [redacted]
2. OVERHEAD	RATE (%)	TOTAL LABOR ($)	ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
3. MATERIALS/SERVICES (Excluding Information Technology (IT)			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			(b) (5) [redacted]	
4. INFORMATION TECHNOLOGY SUPPORT			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			TOTAL IT SUPPORT	$0.00
5. TRAVEL			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			(b) (5) [redacted]	
6. SUBCONTRACTOR (S) CONSULTANT (S)			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
TOTAL SUBCONTRACTOR (S) CONSULTANT(S)				
7. OTHER DIRECT COSTS			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
				0
8.			TOTAL ESTIMATED COST	(b) (5) [redacted]
TYPED NAME AND TITLE: Lynn Fort, Sr. IT Specialist			SIGNATURE [illegible]	
OFFICE/DIVISION/BRANCH: NRC OIG			DATE 3-17-2011	

ACCEPTANCE OF FUNDING DOCUMENT

To: *(Requiring Activity Address)*	2. MIPR Number	3. Amendment
Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852-2738	NRC30110013	A1
	4. DATE (MIPR Signature Date) August 29, 2011	5. AMOUNT *(As Listed on the MIPR)* [redacted]

6. The MIPR identified above is accepted and the items requested will be provided as follows: *(Check as Applicable)*

a. ☒ ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

b. ☐ ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)

c. ☐ ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d. ☐ THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7. ☐ MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED.

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a	QUANTITY b	ESTIMATED PRICE c	ITEM NO. a	QUANTITY b	ESTIMATED PRICE c
		[redacted]			
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS	11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS [redacted]

12. FUNDS DATA *(Check if Applicable)*

a. ☐ ADDITIONAL FUNDS IN THE AMOUNT OF $ ______________ ARE REQUIRED *(See Justification in Block 13)*

b. ☐ FUNDS IN THE AMOUNT OF $ ______________ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

NOTWITHSTANDING ANY PREVIOUSLY CITED AUTHORITY, ACQUISITION SERVICES DIRECTORATE HAS ACCEPTED THIS FUNDING UNDER THE GOVERNMENT MANAGEMENT REFORM ACT (GMRA) OF 1994

14. ACCEPTING ACTIVITY *(Complete Address)*	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL	
Acquisition Services Directorate, NBC, DOI 381 Elden Street, Suite 4000 Herndon, VA 20170-4817 Voice: (703) 964-8801 Fax: (703) 964-5300	Sabrina Crane, Chief Business Management Office 16. SIGNATURE Sabrina Crane	17. DATE 8/29/2011

DD FORM 448-2, JUL 71 PREVIOUS EDITION WILL BE USED UNTIL EXHAUSTED. USAPPCV4.00

Job Code: 150929

As of Amendment 1, funds in the amount of $12,944.87 are added to this interagency agreement. This additional amount results in a total of $52,944.87 on the interagency agreement ($40,000 original IA + $12,944.87). This total amount of $52,944.87 provides funding for a contract price of $50,423.69, and a 5% service charge of $2,521.18.

See attached SOW (mo 8-26-11)

B.7. Projected Milestones

Event	Projected Date
IA Fully Executed	8/26/11
Requirements Documents Finalized	05/05/11
Solicitation Issued	05/05/11
Award Date	September 7, 2011
Delivery Date or Period of Performance	September 7, 2011 – March 1, 2012

B.8. Payment and Billing

a. *Billing and Payment Procedures*

Advanced Payments. Unless otherwise agreed to by the parties, the Servicing Agency requires advance payment as authorized by the Department of the Interior Franchise Fund implementing legislation (Pub. L. No. 104-208, div. A, title I, § 101(d) [title I, § 113], Sept. 30, 1996, 110 Stat. 3009-181, 3009-200, as amended by Pub. L. 108-7, div. F, title I, § 149, Feb. 20, 2003, 117 Stat. 245).

b. *Deobligation of Excess Funds*

Following the award of any award or modification under any Part B of this IA, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not re-obligated onto the award. For example, if the final award amount is less than the original estimate, and consequently less than the amount obligated under Part B, the difference between the original estimate and the award shall be promptly deobligated. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Following the close-out of any award under any Part B of this IA, or following the completion of certain performance periods of awards under any Part B, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not expended during the performance of the award. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Type of funds (e.g., one-year, no-year)	**No Year Funding**
Unique restrictions on funding (if any)	**N/A**
Business event type code	**040535809**
Agency location code (8-digit) for IPAC	**31-00-0001**
Funding agency ID	**3100**
Funding office code	**30**

Requesting Agency Certifying Official	
I certify that the funds cited in this IA are properly chargeable for the purposes set forth in paragraghs B.4, B.6, and B.11 of this IA.	
Edward C Gillen Signature	8/25/11 Date
Printed Name Edward C. Gillen	
Title Sr. Budget Analyst	
Office NRC/OIG Resource Management and Operations Support	

B.13. Servicing Agency Funding Information

Basic appropriation symbol (Treasury account symbol)	**14X4529**
Fund citation (line of accounting)	N/A
Business event type code	
CAGE (Commercial and Government Entity	ØSA44
Agency location code (8-digit) for IPAC	**14-01-0001**
DUNS / Business Partner Number	**059627781**

B.14. Description of Requesting-Agency Unique Restrictions

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition or the funding being provided. N/A

B.15. Small Business Credit

Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS-NG: **3100**

B.16. Amendments

Any amendments to the terms and conditions in Part B shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

B.18. Signatures

By signing this funding document, the Requesting Agency certifies that the funds cited in this IA are properly chargeable for the purposes set forth in this IA; that the funds are legally available for the acquisition described on this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.

Further, by signing this funding document, the Requesting Agency certifies in accordance with FAR 7.503 that none of the functions to be performed under the resulting procurement award described in the attached Statement of Work are inherently governmental.

Requesting Agency Official	
Deborah S. Huber **Signature**	8-25-2011 **Date**
Printed Name Deborah S. Huber	
Title Director, Resource Management and Operations Support	

Servicing Agency Contracting Officer	
I accept this project on behalf of the Acquisition Services Directorate.	
Melissa Onyszko **Signature**	8-26-11 **Date**
Printed Name Melissa Onyszko	
Title Contracting Officer, Team Lead	

AQD IA Form B
Version 2.0
January 15, 2011

1 Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detects fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

2 Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by December 16, 2011 unless another date is mutually agreed to.

3 Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

c) For each task area under the SOW:

   i. Name of personnel

   ii. Productive Direct Labor Hours for the current billing period and cumulative to date for employee

   iii. Labor Category(s) associated with employee

   iv. Hourly Rate associated with employee

   v. Any charges incurred to date, but not being billed under the invoice

d) Timesheet for individual working on the labor-hour portion of this project including, but not limited to, the following information:

   vi. Dates being invoiced

   vii. Associated SOW task area

   viii. Corresponding hours for each date

8 GovPay E-Invoicing

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at http://www.ccr.gov.

9 Key Personnel

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Lynn Fort
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-5973
Email: Lynn.Fort@nrc.gov

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

13 Contracting Officer and Contract Specialist

The Contracting Officer (CO) and Contract Specialist (CS) for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000,
Herndon, Virginia 20170-4817
Attn: Melissa Onyszko
Phone: 703-964-3638

Fw: NRC30110013-A1
Melissa Onyszko to: funding.documents@aqd.nbc.gov 08/26/2011 07:04 AM
Cc: Joshua Watkins

From: Melissa Onyszko/NBC/OS/DOI
To: funding.documents@aqd.nbc.gov <funding.documents@aqd.nbc.gov>
Cc: Joshua Watkins/NBC/OS/DOI@DOI

Please prepare for processing.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov

We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 08/26/2011 07:01 AM -----

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Joshua.Watkins@aqd.nbc.gov" <Joshua.Watkins@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 08/25/2011 04:24 PM
Subject: FW: NRC30110013-A1

Hi Josh,

Attached is Amendment 1 to Part B for the NRC/OIG Strat Plan initiative.

Thank you for your help!

Deb
301-415-5978/5930

From: Gillen, Edward
Sent: Thursday, August 25, 2011 4:07 PM

ACCEPTANCE OF FUNDING DOCUMENT

To: *(Requiring Activity Address)*
Nuclear Regulatory Commission
11555 Rockville Pike
Rockville, MD 20852-2738

2. MIPR Number: **NRC30110013**

3. Amendment: **BASIC**

4. DATE (MIPR Signature Date): **April 6, 2011**

5. AMOUNT *(As Listed on the MIPR)*: [redacted]

6. The MIPR identified above is accepted and the items requested will be provided as follows: *(Check as Applicable)*

a. [X] ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)
b. [ ] ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)
c. [ ] ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW
d. [ ] THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7. [ ] MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED.

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a	QUANTITY b	ESTIMATED PRICE c	ITEM NO. a	QUANTITY b	ESTIMATED PRICE c
		[redacted]			
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS

15. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS: [redacted]

12. FUNDS DATA *(Check if Applicable)*
a. [ ] ADDITIONAL FUNDS IN THE AMOUNT OF $ ______ ARE REQUIRED *(See Justification in Block 13)*
b. [ ] FUNDS IN THE AMOUNT OF $ ______ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS
NOTWITHSTANDING ANY PREVIOUSLY CITED AUTHORITY, ACQUISITION SERVICES DIRECTORATE HAS ACCEPTED THIS FUNDING UNDER THE GOVERNMENT MANAGEMENT REFORM ACT (GMRA) OF 1994

14. ACCEPTING ACTIVITY *(Complete Address)*
Acquisition Services Directorate, NBC, DOI
381 Elden Street, Suite 4000
Herndon, VA 20170-4817
Voice: (703) 964-8801
Fax: (703) 964-5300

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL: **Sabrina Crane, Chief BMO**

16. SIGNATURE: Sabrina Crane

17. DATE: **4/6/2011**

DD FORM 448-2, JUL 71 PREVIOUS EDITION WILL BE USED UNTIL EXHAUSTED. USAPPCV4.00

Job Code: 150429

Model Interagency Agreement
PART B – Requirements & Funding Information

B.1. Purpose

This Part of the IA (Part B) serves as the funding document. It provides specific information on the requirements of the Nuclear Regulatory Commission Office of Inspector General (Requesting Agency) sufficient to establish a bona fide need and identifies funds associated with the requirement to allow the Herndon, Virginia Branch of the Acquisition Services Directorate of the National Business Center, Department of the Interior (Servicing Agency) to provide acquisition assistance and to conduct an interagency acquisition.

Upon execution of this Part B, this IA (Parts A and B) obligates the funds identified in B.11. in accordance with 31 USC §1501(a)(1).

B.2. Authority

The Servicing Agency's authority to provide acquisition assistance is:

[X] Section 403 of the Government Management Reform Act of 1994 (Pub. L. No. 103-356), as amended, and Section 113 of the Department of the Interior Appropriations Act, 1997 (Pub. L. No. 104–208, division A, title I, section 101(d)), as amended.

B.3. Part B Identifier

~~3100~~ NRC 30110013 (4.04.5.11)

B.4. General Terms & Conditions

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, H09NRCOIG01, located at the Herndon, VA office.

B.5. Project Title

Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

B.6. Description of Products or Services / Bona Fide Need

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Version 2.0
January 15, 2011

NRC 30110013 →

BIS Agency Name: Nuclear Regulatory Commission
CO: Opunsko CS: Fuselier
IAA #: ~~3100~~
BIS Proj.#: 64125 Fund/Job#: 150429
Richard P. Brun

Funds in the amount of [redacted] (which includes the [redacted] service charge) are obligated for the purpose of acquiring the goods and services as described in the attached Statement of Work entitled, "Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan.

B.7. Projected Milestones

Event	Projected Date
IA Fully Executed	MARCH 30, 2011
Requirements Documents Finalized	APRIL 18, 2011
Solicitation Issued	APRIL 18, 2011 (3/30/11)
Award Date	June 1, 2011
Delivery Date or Period of Performance	June 1, 2011 – December 31, 2011

B.8. Payment and Billing

a. *Billing and Payment Procedures*

Advanced Payments. Unless otherwise agreed to by the parties, the Servicing Agency requires advance payment as authorized by the Department of the Interior Franchise Fund implementing legislation (Pub. L. No. 104-208, div. A, title I, § 101(d) [title I, § 113], Sept. 30, 1996, 110 Stat. 3009-181, 3009-200, as amended by Pub. L. 108-7, div. F, title I, § 149, Feb. 20, 2003, 117 Stat. 245).

b. *Deobligation of Excess Funds*

Following the award of any award or modification under any Part B of this IA, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not re-obligated onto the award. For example, if the final award amount is less than the original estimate, and consequently less than the amount obligated under Part B, the difference between the original estimate and the award shall be promptly deobligated. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Following the close-out of any award under any Part B of this IA, or following the completion of certain performance periods of awards under any Part B, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not expended during the performance of the award. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Where the amount of the deobligation exceeds $50, the funds shall be returned to the Requesting Agency. If the amount of the deobligation is de minimus, i.e. under $50, such amount shall be added to the Servicing Agency's Miscellaneous Receipts.

B.9. Description of Acquisition Assistance

The Servicing Agency will provide cradle-to-grave acquisition support services to the Requesting Agency. These services shall include preparing a solicitation, advertising and competition, evaluation of offers, source selection, and invoice processing and payment. The Servicing Agency's specific roles and responsibilities are delineated in Section A.6. and Attachment 1 to Part A of this IA.

B.10. Service Charge

Services charges will be determined as follows:

The Servicing Agency shall earn a service charge upon the execution of any award or modification under this IA in the amount of [redacted] of the total funds obligated under that award or modification, in consideration of acquisition services rendered by the Servicing Agency on behalf of the Requesting Agency.

In the event that an award or modification under this IA is canceled by the Requesting Agency prior to award but after pre-award acquisition services have been rendered by the Servicing Agency on behalf of the Requesting Agency, the Servicing Agency shall earn a service charge in the amount of [redacted] of the Requesting Agency's estimated cost of the acquisition, in consideration of these services.

B.11. Obligation Information

[The Requesting Agency's Certifying Official shall complete Sections B.11. and B.12. and then sign the certification, below.]

Part A Number: H08NRCOIG01	**Requirement: Facilitation Support Services**	**Type of Requirement:** ~~(Product~~ / NON - Severable Service

MO
4-5-11

B.12. Requesting Agency Funding Information

The Requesting Agency's Certifying Official shall complete the table & certification.

Basic appropriation symbol (Treasury account symbol)	31x0300.130
Amount Obligated (Contract costs plus AQD's service charge)	[redacted]
Fund citation (line of accounting)	2011-30-41G105; L3038
Appropriation expiration date	No Year Funding

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Type of funds (e.g., one-year, no-year)	**No Year Funding**
Unique restrictions on funding (if any)	**N/A**
Business event type code	**040535809**
Agency location code (8-digit) for IPAC	**31-00-0001**
Funding agency ID	**3100**
Funding office code	**30**

Requesting Agency Certifying Official	
I certify that the funds cited in this IA are properly chargeable for the purposes set forth in paragraghs B.4, B.6, and B.11 of this IA.	
Edward C. Gillen Signature	3/24/11 Date
Printed Name Edward C. Gillen	
Title Sr. Budget Analyst	
Office NRC/OIG Resource Management and Operations Support	

B.13. Servicing Agency Funding Information

Basic appropriation symbol (Treasury account symbol)	14X4529
Fund citation (line of accounting)	
Business event type code	
CAGE (Commercial and Government Entity	
Agency location code (8-digit) for IPAC	14-01-0001
DUNS / Business Partner Number	059627781

B.14. Description of Requesting-Agency Unique Restrictions

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition or the funding being provided. N/A

B.15. Small Business Credit

Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS-NG: **3100**

B.16. Amendments

Any amendments to the terms and conditions in Part B shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

B.17. Contact Information

Servicing Agency Contracting POC	Requesting Agency Program Office POC
Name: Melissa Onyszko	Name: Deborah S. Huber
Address: Department of the Interior Acquisition Services Directorate 381 Elden Street Herndon, VA 20170	Nuclear Regulatory Commission Office of Inspector General 11555 Rockville Pike Mail Stop O5-E13 Rockville, MD 20852
Email: Melissa.Onyszko@aqd.nbc.gov	Email: Deborah.Huber@NRC.Gov
Phone: 703-964-3638	Phone: 301-415-5978/5930
Fax: 703-964-8481	Fax: 301-415-5091
Servicing Agency Financial POC	**Requesting Agency Financial POC**
Name: Sabrina Crane	Name: Edward C. Gillen
Address: Same as above	Address: Same as above
Email: Sabrina.Crane@aqd.nbc.gov	Email: Edward.Gillen@NRC.Gov
Phone: 703-964-~~8474~~ 8420	Phone: 301-415-5941
Fax: 703-964-~~3638~~ 8475	Fax: 301-415-5091

Individual proposed to serve as COTR for this Acquisition
Name: Lynn Fort
Nuclear Regulatory Commission Office of Inspector General 11555 Rockville Pike Mail Stop O5-E13 Rockville, MD 20852
Email: Lynn.Fort@NRC.Gov
Phone: 301-415-5973
Fax: 301-415-5091

B.18. Signatures

By signing this funding document, the Requesting Agency certifies that the funds cited in this IA are properly chargeable for the purposes set forth in this IA; that the funds are legally available for the acquisition described on this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.

Further, by signing this funding document, the Requesting Agency certifies in accordance with FAR 7.503 that none of the functions to be performed under the resulting procurement award described in the attached Statement of Work are inherently governmental.

Requesting Agency Official	
Signature Deborah S Huber	**Date** 3-24-2011
Printed Name Deborah S. Huber	
Title Director, Resource Management and Operations Support	

Servicing Agency Contracting Officer	
I accept this project on behalf of the Acquisition Services Directorate.	
Melissa Onyszko **Signature**	3/30/11 **Date**
Printed Name Melissa Onyszko	
Title Contracting Officer, Team Lead	

AQD IA Form B
Version 2.0
January 15, 2011

Nuclear Regulatory Commission
Office of the Inspector General

Statement of Work
Facilitation Support to Update the
NRC-OIG FY 2008 – 2013 Strategic Plan

Background

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On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the purchase order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by June 1, 2011 unless another date is mutually agreed to.

Qualifications/Availability/Experience of Personnel

The contractor shall have in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

The contractor shall have extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor must demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor also shall demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel must be a senior member of the company; have experience addressing and working with senior officials within the Federal government, and be available to begin this engagement on or around April 1, 2011.

Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

Deliverables

1. Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the

methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. Within about 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. Contractor shall produce and deliver an electronic Microsoft Word version of the OIG final draft strategic plan to the NRC OIG project officer by or around June 1, 2011 unless the NRC project officer agrees to a later time period.

Estimated Level of Effort

The estimated number of hours for this project is 150. This includes approximately 30 hours for approximately four facilitation sessions and 120 hours for pre and post meeting preparations, telephone conferences, product evaluation and reporting, document preparation, and consulting services.

Period of Performance

The period of performance shall commence on or around April 1, 2011 and shall expire on December 31, 2011.

NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

Nuclear Regulatory Commission
Office of Inspector General
Strategic Planning Facilitation Support

Sources for Solicitation

CPS Human Resources Services
6700-A Rockledge Drive, Suite 510
Bethesda, MD 20817
Attn: Mr. Gib Johnson, Managing Director
240-223-5108

Government Contracting and Compliance Solutions
11206 Prospect Hill Road
Glen Dale, MD 20769
Attn: Dr. Thomas Kessler
941-575-1161

The Performance Institute
805 15th Street NW, 3rd Floor
Washington, DC 20005
877-992-9251

NBC

ACQUISITION
SERVICES DIRECTORATE

INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)

1. PROJECT TITLE: **Facilitation Support to Update the NRC-OIG FY 2008-2013 Strategic Plan**				
2. PROJECT MANAGER	Period of Performance			
	FROM		TO	
Lynn Fort	May 1, 2011		December 31, 2011	
DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR (List Labor Categories)	ESTIMATED HOURS	RATED PER HOUR ($)	ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
Senior Trainer/Facilitator	(b) (5) [redacted]			
Technician II				
	TOTAL DIRECT LABOR			(b) (5) [redacted]
2. OVERHEAD	RATE (%)	TOTAL LABOR ($)	ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
3. MATERIALS/SERVICES (Excluding Information Technology (IT)			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			(b) (5) [redacted]	
4. INFORMATION TECHNOLOGY SUPPORT			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			TOTAL IT SUPPORT	$0.00
5. TRAVEL			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			(b) (5) [redacted]	
6. SUBCONTRACTOR (S) CONSULTANT (S)			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
TOTAL SUBCONTRACTOR (S) CONSULTANT(S)				
7. OTHER DIRECT COSTS			ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
				0
8.			TOTAL ESTIMATED COST	(b) (5) [redacted]
TYPED NAME AND TITLE: Lynn Fort, Sr. IT Specialist			SIGNATURE [illegible]	
OFFICE/DIVISION/BRANCH: NRC OIG			DATE 3-17-2011	

Fw: Strategic Plan IA & IGCE

Melissa Onyszko to: AQD Funding Documents Group 03/25/2011 02:19 PM
Cc: Nicole M Fuselier

From: Melissa Onyszko/NBC/OS/DOI
To: AQD Funding Documents Group@DOI
Cc: Nicole M Fuselier/NBC/OS/DOI@DOI

Please prepare for processing.
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center
US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

----- Forwarded by Melissa Onyszko/NBC/OS/DOI on 03/25/2011 02:19 PM -----

From: "Huber, Deborah" <Deborah.Huber@nrc.gov>
To: "Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc: "melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date: 03/25/2011 02:10 PM
Subject: Strategic Plan IA & IGCE

Hello, Nicole.

Attached are the IA and the IGCE for your review. Let me know if you have any questions.

Thank you,
Deb H.
301-415-5978/5930

[Untitled].pdf

RE: Strategic Plan IA & IGCE
Gillen, Edward
to:
melissa.onyszko@aqd.nbc.gov
04/05/2011 04:08 PM
Cc:
"Huber, Deborah"
Show Details

Hi Melissa,

The B.3. Part B Identifier should be changed from 3100 to NRC30110013. The funding agency ID is 3100. If you have any additional questions, please let me know.

Thanks!

Ed

From: Huber, Deborah
Sent: Wednesday, March 30, 2011 3:39 PM
To: Gillen, Edward
Cc: melissa.onyszko@aqd.nbc.gov
Subject: FW: Strategic Plan IA & IGCE

Ed,

Can you answer this please?

Thanks!
Deb

PS Melissa ~ I'll be around tomorrow ~ in the am until 11:00 and in the pm

From: melissa.onyszko@aqd.nbc.gov [mailto:melissa.onyszko@aqd.nbc.gov]
Sent: Wednesday, March 30, 2011 2:52 PM
To: Huber, Deborah
Subject: Re: Strategic Plan IA & IGCE

Hi Deb,
On the Part B, section B.3 I noticed that the document number is 3100. I also noticed that on section B.15 the number noted is also 3100. Is this a coincidence? The number in B.3 should be your agency's funding document number. I believe your agency's FIPS may be 0086 according to our records (but our's may be incorrect.)
Thanks.

Melissa Onyszko
Contracting Officer/Team Lead
Acquisition Services Directorate
National Business Center

US Dept. of the Interior
703-964-3638 Office
703-964-8481 Fax
www.nbc.gov
We want to hear from you! Please let us know how we are doing in meeting your needs by taking a short survey at: www.aqd.nbc.gov/survey

From	"Huber, Deborah" <Deborah.Huber@nrc.gov>
To	"Nicole.Fuselier@aqd.nbc.gov" <Nicole.Fuselier@aqd.nbc.gov>
Cc	"melissa.onyszko@aqd.nbc.gov" <melissa.onyszko@aqd.nbc.gov>
Date	03/25/2011 02:10 PM
Subject	Strategic Plan IA & IGCE

Hello, Nicole.

Attached are the IA and the IGCE for your review. Let me know if you have any questions.

Thank you,
Deb H.
301-415-5978/5930

[attachment "[Untitled].pdf" deleted by Melissa Onyszko/NBC/OS/DOI]

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Schedule Details

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E-mail: mobis@gsa.gov

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874 MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)

Category Description

874 1 Consulting Services Contractors shall provide expert advice, assistance, guidance or counseling in support an agency's mission-oriented business functions. Services covered by this SIN are:
o Management or strategy consulting
o Program planning, audits, and evaluations
o Studies, analyses, scenarios, and reports relating to an agency's mission-oriented business programs or initiatives, such as defense studies, tabletop exercises or scenario simulations, educational studies, regulatory or policy studies, health care studies, economic studies, and preparedness studies
o Executive/management coaching services
o Customized business training as needed to successfully perform/complete a consulting engagement
o Policy and regulation development assistance
o Expert Witness services in support of litigation, claims, or other formal cases
o Advisory and assistance services in accordance with FAR 37.203
Financial audits are covered under GSA Schedule 520, Financial and Business Services, are not allowed under this SIN. The term "consulting" as defined herein does not include staff augmentation.

BROWSE >> A B C D E F G H I J K L M N O P Q R S T U V W X Y Z NEXT

1 - 50 of 1609 contractors

Display: All Socio-Economic Indicators / Small Business / Woman Owned Business Go

Hold the 'Ctrl' key to select all that apply

▸ Download all contractors for this Category (*Excel*)

Contractor		Contract #	Phone	(Sort by) City, State	Socio-Economic	Contract Terms & Conditions	View Catalog
1ST CHOICE STAFFING, LLC	DISAST RECOV ARRA	GS-10F-0058P	(301) 563-6404	SILVER SPRING ,MD	s/d/w/8a		Advantage!
20-20 LEADERSHIP FOUNDATION, THE	DISAST RECOV ARRA	GS-02F-0226W	(915) 877-5525	EL PASO ,TX	o		Advantage!
2020 COMPANY, LLC	DISAST RECOV	GS-10F-0141S	(703) 891-	FALLS CHURCH ,VA	o		Advantage!

	ARRA		6946				
3M COMPANY	DISAST RECOV ARRA	GS-10F-0454M	(651) 733-1189	SAINT PAUL ,MN	o		GSA Advantage!
6K SYSTEMS, INC.	DISAST RECOV ARRA	GS-10F-0081V	(703) 724-1320	LEESBURG ,VA	s/d/8a		GSA Advantage!
A & N ASSOCIATES, INC.	DISAST RECOV ARRA	GS-10F-0402R	410-859-5449 X107	COLUMBIA ,MD	s		GSA Advantage!
A & T SYSTEMS, INC.	DISAST RECOV ARRA	GS-10F-0169R	(301) 384-1425	SILVER SPRING ,MD	o		GSA Advantage!
A-T SOLUTIONS, INC.	DISAST RECOV ARRA	GS-10F-0350U	(540) 373-9542	FREDERICKSBURG ,VA	o		GSA Advantage!
A-TEAM SOLUTIONS LLC	DISAST RECOV ARRA	GS-10F-0186T	(703) 224-8243	FULTON ,MD	s/d/dv/8a		GSA Advantage!
A. REDDIX & ASSOCIATES INC.	DISAST RECOV ARRA	GS-10F-0069X	(757) 410-7704	NORFOLK ,VA	s/d/w/8a		GSA Advantage!
A. T. KEARNEY, INC.	DISAST RECOV ARRA	GS-10F-0198P	(703) 836-6210	CHICAGO ,IL	o		GSA Advantage!
ABACUS TECHNOLOGY CORPORATION	DISAST RECOV ARRA	GS-10F-0145J	(301) 215-7593	CHEVY CHASE ,MD	o		GSA Advantage!
ABRAMS LEARNING AND INFORMATION	DISAST RECOV ARRA	GS-10F-0212S	(703) 740-5718	ARLINGTON ,VA	s/dv		
ABRAXAS CORPORATION	DISAST RECOV ARRA	GS-10F-0142S	(703) 821-8930	HERNDON ,VA	o		GSA Advantage!
ABSG CONSULTING INC.	DISAST RECOV ARRA	GS-10F-0242L	(865) 966-5232	HOUSTON ,TX	o		GSA Advantage!
ABT ASSOCIATES INC.	DISAST RECOV ARRA	GS-10F-0086K	(301) 634-1746	CAMBRIDGE ,MA	o		GSA Advantage!
ACADEMY FOR EDUCATIONAL DEVELOPM	ARRA	GS-00F-0007M	(202) 884-8340	WASHINGTON ,DC	o		GSA Advantage!
ACCELLIGENCE LLC		GS-10F-0209V	(703) 673-0121	VIENNA ,VA	o		GSA Advantage!
ACCENTURE FEDERAL SERVICES LLC	ARRA	GS-10F-0608N	(703) 947-3004	RESTON ,VA	o		GSA Advantage!
ACCENTURE FEDERAL SERVICES LLC	ARRA	GS-10F-0246L	(703) 947-3004	RESTON ,VA	o		GSA Advantage!
ACCESS SCIENCES CORPORATION	DISAST RECOV ARRA	GS-10F-0153X	(713) 664-4357	HOUSTON ,TX	o		
ACCLARO RESEARCH SOLUTIONS, INC.	DISAST RECOV ARRA	GS-10F-0097S	(410) 472-1447	MONKTON ,MD	s/d/w/8a		

	ARRA		6946				
3M COMPANY	DISAST RECOV ARRA	GS-10F-0454M	(651) 733-1189	SAINT PAUL ,MN	o		GSA Advantage!
6K SYSTEMS, INC.	DISAST RECOV ARRA	GS-10F-0081V	(703) 724-1320	LEESBURG ,VA	s/d/8a		GSA Advantage!
A & N ASSOCIATES, INC.	DISAST RECOV ARRA	GS-10F-0402R	410-859-5449 X107	COLUMBIA ,MD	s		GSA Advantage!
A & T SYSTEMS, INC.	DISAST RECOV ARRA	GS-10F-0169R	(301) 384-1425	SILVER SPRING ,MD	o		GSA Advantage!
A-T SOLUTIONS, INC.	DISAST RECOV ARRA	GS-10F-0350U	(540) 373-9542	FREDERICKSBURG ,VA	o		GSA Advantage!
A-TEAM SOLUTIONS LLC	DISAST RECOV ARRA	GS-10F-0186T	(703) 224-8243	FULTON ,MD	s/d/dv/8a		GSA Advantage!
A. REDDIX & ASSOCIATES INC.	DISAST RECOV ARRA	GS-10F-0069X	(757) 410-7704	NORFOLK ,VA	s/d/w/8a		GSA Advantage!
A. T. KEARNEY, INC.	DISAST RECOV ARRA	GS-10F-0198P	(703) 836-6210	CHICAGO ,IL	o		GSA Advantage!
ABACUS TECHNOLOGY CORPORATION	DISAST RECOV ARRA	GS-10F-0145J	(301) 215-7593	CHEVY CHASE ,MD	o		GSA Advantage!
ABRAMS LEARNING AND INFORMATION	DISAST RECOV ARRA	GS-10F-0212S	(703) 740-5718	ARLINGTON ,VA	s/dv		
ABRAXAS CORPORATION	DISAST RECOV ARRA	GS-10F-0142S	(703) 821-8930	HERNDON ,VA	o		GSA Advantage!
ABSG CONSULTING INC.	DISAST RECOV ARRA	GS-10F-0242L	(865) 966-5232	HOUSTON ,TX	o		GSA Advantage!
ABT ASSOCIATES INC.	DISAST RECOV ARRA	GS-10F-0086K	(301) 634-1746	CAMBRIDGE ,MA	o		GSA Advantage!
ACADEMY FOR EDUCATIONAL DEVELOPM	ARRA	GS-00F-0007M	(202) 884-8340	WASHINGTON ,DC	o		GSA Advantage!
ACCELLIGENCE LLC		GS-10F-0209V	(703) 673-0121	VIENNA ,VA	o		GSA Advantage!
ACCENTURE FEDERAL SERVICES LLC	ARRA	GS-10F-0608N	(703) 947-3004	RESTON ,VA	o		GSA Advantage!
ACCENTURE FEDERAL SERVICES LLC	ARRA	GS-10F-0246L	(703) 947-3004	RESTON ,VA	o		GSA Advantage!
ACCESS SCIENCES CORPORATION	DISAST RECOV ARRA	GS-10F-0153X	(713) 664-4357	HOUSTON ,TX	o		
ACCLARO RESEARCH SOLUTIONS, INC.	DISAST RECOV ARRA	GS-10F-0097S	(410) 472-1447	MONKTON ,MD	s/d/w/8a		

ACE INFO SOLUTIONS, INC.	DISAST RECOV ARRA	GS-10F-0295U	(703) 391-2800	RESTON ,VA	s/d/8a		GSA Advantage!
ACHIEVEGLOBAL, INC.	DISAST RECOV ARRA	GS-23F-8124H	(813) 631-5557	TAMPA ,FL	o		GSA Advantage!
ACQSIS INC	DISAST RECOV	GS-00F-0006U	(571) 259-3017	STERLING ,VA	s		GSA Advantage!
ACQUISITION SOLUTIONS INC	DISAST RECOV ARRA	GS-10F-0308N	(703) 253-6357	ARLINGTON ,VA	o		GSA Advantage!
ACQUISITION SOLUTIONS INC	DISAST RECOV ARRA	GS-10F-0209N	(703) 253-6357	ARLINGTON ,VA	o		GSA Advantage!
ACTIONET, INC.	DISAST RECOV ARRA	GS-10F-0199R	703-204-0090 X107	VIENNA ,VA	o		GSA Advantage!
ACTUARIAL RESEARCH CORPORATION	DISAST RECOV ARRA	GS-10F-0289P	(703) 941-7400	ANNANDALE ,VA	s/v		GSA Advantage!
ACUITY CONSULTING, INC.	DISAST RECOV ARRA	GS-10F-0487P	(703) 739-1091	ALEXANDRIA ,VA	s/d/8a		GSA Advantage!
ACUMEN, LLC	DISAST RECOV ARRA	GS-10F-0133S	(650) 931-0011	BURLINGAME ,CA	s		GSA Advantage!
ACUTECH GROUP, INC.	ARRA	GS-10F-0290U	(415) 772-5972	MC LEAN ,VA	s/d		GSA Advantage!
ADAMS-GABBERT & ASSOCIATES, LLC	DISAST RECOV ARRA	GS-10F-0189R	(816) 347-0077	LEES SUMMIT ,MO	o		GSA Advantage!
ADAPTIVE TECHNOLOGIES, INC.	DISAST RECOV ARRA	GS-10F-0377U	(602) 923-4200	PHOENIX ,AZ	s		GSA Advantage!
ADDX CORPORATION	DISAST RECOV ARRA	GS-10F-0349N	(703) 933-7637	ALEXANDRIA ,VA	s/dv		GSA Advantage!
ADELIS, NANCY (DBA: ADELIS DEVELOPMENT SYSTEMS)	DISAST RECOV ARRA	GS-10F-0030S	(910) 253-4900	SOUTHPORT ,NC	s/w		GSA Advantage!
ADNET, INC	DISAST RECOV ARRA	GS-10F-0127T	(703) 598-4485	MC LEAN ,VA	s/d		GSA Advantage!
ADVANCED CONCEPTS ENTERPRISES, I	DISAST RECOV ARRA	GS-10F-0044P	(850) 736-1858	SHALIMAR ,FL	s/dv		GSA Advantage!
ADVANCED CONCEPTS, INC.	DISAST RECOV ARRA	GS-00F-0004R	(540) 752-0500	COLUMBIA ,MD	s		GSA Advantage!
ADVANCED PHARMACY CONCEPTS, INC	DISAST RECOV ARRA	GS-10F-0394R	(401) 295-7660	NORTH KINGSTOWN ,RI	s/w		GSA Advantage!
ADVANCED RESOURCES INTERNATIONAL	DISAST RECOV ARRA	GS-10F-0209P	(703) 528-8420	ARLINGTON ,VA	o		GSA Advantage!
		GS-10F-	(703)		s/d/w		

ADVANCED SYSTEMS TECHNOLOGY AND	ARRA	0497M	744-1070	VIENNA ,VA			GSA Advantage!
ADVANCED TECHNOLOGIES AND LABORA	DISAST RECOV ARRA	GS-10F-0092J	(301) 515-6760	GAITHERSBURG ,MD	o		GSA Advantage!
ADVANCED TECHNOLOGY INTERNATIONA	DISAST RECOV ARRA	GS-10F-0210L	(843) 760-3361	NORTH CHARLESTON ,SC	o		GSA Advantage!
ADVANCIA CORPORATION	DISAST RECOV ARRA	GS-10F-0129K	(405) 996-3000	OKLAHOMA CITY ,OK	o		GSA Advantage!
ADVOCATES FOR HUMAN POTENTIAL IN	DISAST RECOV ARRA	GS-10F-0148P	(978) 443-0055	SUDBURY ,MA	s		GSA Advantage!
AE STRATEGIES, LLC	DISAST RECOV ARRA	GS-10F-0101S	(703) 286-0879	MC LEAN ,VA	s/w		GSA Advantage!
AECOM INTERNATIONAL DEVELOPMENT,	DISAST RECOV ARRA	GS-10F-0305P	(202) 337-2326	ARLINGTON ,VA	o		GSA Advantage!
AED STRATECON, LLC	DISAST RECOV ARRA	GS-10F-0213P	(202) 662-7221	WASHINGTON ,DC	s/d/w/8a		GSA Advantage!
AFYA, INC.	ARRA	GS-10F-0309L	(301) 957-3040	LAUREL ,MD	s/d/8a		GSA Advantage!

1 - 50 of 1609 contractors

NEXT

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 02/04/2012.
DUNS: 004013244
DUNS PLUS4:
CAGE/NCAGE: 1VT46
Legal Business Name: PERFORMANCE INSTITUTE, INC., THE
Doing Business As (DBA): ASMICNI
Division Name:
Division Number:
Company URL: http://www.performanceweb.org

Physical Street Address 1: 805 15TH ST NW LBBY 3
Physical Street Address 2:
Physical City: WASHINGTON
Physical State: DC
Physical Foreign Province:
Physical Zip/Postal Code: 20005-2292
Physical Country: USA

Mailing Name: THE PERFORMANCE INSTITUTE
Mailing Street Address 1: 805 15TH ST. NW 3RD FLOOR
Mailing Street Address 2:
Mailing City: WASHINGTON
Mailing State: DC
Mailing Foreign Province:
Mailing Zip/Postal Code: 20005-2207
Mailing Country: USA

Business Start Date: 03/01/2000
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Corporate Entity, Not Federal Tax Exempt
(State of Incorporation is VA)

Business Types/Grants

2X - For-Profit Organization
VN - Contracts

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)
541611 - Administrative Management and General Management Consulting Services
541612 - Human Resources Consulting Services
541614 - Process, Physical Distribution, and Logistics Consulting Services
611430 - Professional and Management Development Training

Product Service Codes (PSC)

R407 - PROF SVCS/PROGRAM EVALUATION
R420 - CERTIFICATIONS & ACCREDIT PROD
R498 - PATENT AND TRADEMARK SERVICES
R506 - STUDY/DATA - OTHER THAN SCIENT
R552 - STUDY/MANPOWER
R554 - STUDY/ACQUISITION POLICY/PROCE
U001 - LECTURES FOR TRAINING
U008 - TRNG/CIRRICULUM DVLP
U009 - EDUCATION
U010 - CERT & ACCREDIATIONS FOR EDUCA

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS	Description	Small	Emerging Small

Code		Business	Business
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541612	Human Resources Consulting Services	No	No
541614	Process, Physical Distribution, and Logistics Consulting Services	No	No
611430	Professional and Management Development Training	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: JENNIFER MUELLER
Address Line 1: 815 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005
Country: USA
U.S. Phone: 202-739-9619
Non-U.S. Phone:
Fax: 202-739-9501

Government Business Alternate POC

Name: TARA SHUERT
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005
Country: USA
U.S. Phone: 202-739-9609
Non-U.S. Phone:
Fax: 202-739-9501

Past Performance Primary POC

Name: JENNIFER MUELLER
Address Line 1: 1515 NORTH COURTHOUSE RD
Address Line 2: SUITE 600
City: ARLINGTON
State: VA
Foreign Province:
Zip/Postal Code: 22201-2909
Country: USA
U.S. Phone: 703-894-0481 Ext.217
Non-U.S. Phone:
Fax: 703-894-0482

Past Performance Alternate POC

Name: TARA SHUERT
Address Line 1: 1515 N COURTHOUSE ROAD
Address Line 2: SUTIE 600
City: ARLINGTON
State: VA
Foreign Province:
Zip/Postal Code: 22201
Country: USA
U.S. Phone: 703-894-0481 Ext.217
Non-U.S. Phone:
Fax: 703-894-0482

Electronic Business Primary POC

Name: TARA SHUERT
Address Line 1: 805 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005
Country: USA
U.S. Phone: 202-739-9609

Electronic Business Alternate POC

Name: JENNIFER MUELLER
Address Line 1: 815 - 15TH STREET NW
Address Line 2: 3RD FLOOR
City: WASHINGTON
State: DC
Foreign Province:
Zip/Postal Code: 20005
Country: USA
U.S. Phone: 202-739-9619

Non-U.S. Phone:
Fax: 202-739-9501

Non-U.S. Phone:
Fax: 202-739-9501

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 01/28/2012.
DUNS: 128512480
DUNS PLUS4:
CAGE/NCAGE: 3BH87
Legal Business Name: COOPERATIVE PERSONNEL SERVICES
Doing Business As (DBA): CPS HUMAN RESOURCE SERVICES
Division Name: COOPERATIVE PERSONNEL SERVICES DBA CPS HUMAN RESOURCE SVCS
Division Number:
Company URL: http://www.cps.ca.gov

Physical Street Address 1: 241 LATHROP WAY
Physical Street Address 2:
Physical City: SACRAMENTO
Physical State: CA
Physical Foreign Province:
Physical Zip/Postal Code: 95815-4242
Physical Country: USA

Mailing Name: COOPERATIVE PERSONNEL SERVICES
Mailing Street Address 1: CPS HUMAN SERVICES
Mailing Street Address 2: 241 LATHROP WAY
Mailing City: SACRAMENTO
Mailing State: CA
Mailing Foreign Province:
Mailing Zip/Postal Code: 95815-4242
Mailing Country: USA

Business Start Date: 03/15/1985
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Other

Business Types/Grants

2U - Other Not for Profit Organization
VN - Contracts

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

541611 - Administrative Management and General Management Consulting Services

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
541611	Administrative Management and General Management Consulting Services	No	No

R409

CCR POINTS OF CONTACT

Government Business Primary POC

Name: GILBERT JOHNSON

Address Line 1: 6700-A ROCKLEDGE DRIVE

Address Line 2: SUITE 510

City: BETHESDA

State: MD

Foreign Province:

Government Business Alternate POC

Name: SANDY MACDONALD-HOPP

Address Line 1: 241 LATHROP WAY

Address Line 2:

City: SACRAMENTO

State: CA

Foreign Province:

Zip/Postal Code: 20817
Country: USA
U.S. Phone: 240-223-5100
Non-U.S. Phone:
Fax: 202-220-1394

Zip/Postal Code: 95815
Country: USA
U.S. Phone: 916-471-3324
Non-U.S. Phone:
Fax: 916-561-3613

Past Performance Primary POC
Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC
Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC
Name: DAVID POWELL
Address Line 1: 241 LATHROP WAY
Address Line 2:
City: SACRAMENTO
State: CA
Foreign Province:
Zip/Postal Code: 95815-4242
Country: USA
U.S. Phone: 916-263-3600 Ext.3107
Non-U.S. Phone:
Fax: 916-561-7266

Electronic Business Alternate POC
Name: LYNNE HARRIS
Address Line 1: 241 LATHROP WAY
Address Line 2:
City: SACRAMENTO
State: CA
Foreign Province:
Zip/Postal Code: 95815-4242
Country: USA
U.S. Phone: 916-263-3600 Ext.3015
Non-U.S. Phone:
Fax:

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Contractor Information

(Vendors) How to change your company information

Contract #: GS-10F-0437M

Contractor: COOPERATIVE PERSONNEL SERVICES

Address: 241 LATHROP WAY SACRAMENTO, CA 95815-4242

Phone: (202)220-1391

E-Mail: Gib@cps.ca.gov

Web Address: http://www.cps.ca.gov

Socio-Economic : Other than small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
RUSSELL A. HANSON
Phone: 253-931-7049
E-Mail: russell.hanson@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
874	MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)	GS-10F-0437M		Sep 3, 2012	874 1	DISAST RECOV	GSA Advantage!
					874 2	DISAST RECOV	GSA Advantage!
					874 3	DISAST RECOV	GSA Advantage!

MOBIS Schedule

Quick Links
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Applicants and Examination Registration

GSA Advantage! CPS MOBIS Contract Number: GS-10F-0437M

Management, Organizational and Business Improvement Services
As an authorized provider of services to the Federal Government, General Services Administration, and Federal Supply Services, CPS Human Resource Services can provide quick turn-around of expert services to Federal Government agencies. This enables CPS to work with Federal agencies without having to undergo a full and open competitive process, which drastically reduces procurement lead times and allows Federal agencies to acquire services for pre-negotiated fair and reasonable pricing.

Consulting Services (SIN 874-1)
CPS provides expert advice, assistance, guidance and counseling in support of agencies' management, organizational, and business improvement efforts. Examples of this include:

- strategic, business and action planning
- systems alignment
- cycle time
- high performance work
- leadership systems
- performance measures and indicators
- process and productivity improvement
- organizational assessments
- program audits, and evaluations

Facilitation Services (SIN 874-2)
CPS provides facilitation and related decision support services to agencies engaging in collaboration efforts, working groups, or integrated product, process, or self-directed teams. We provide assistance in:

- the use of problem solving techniques
- resolving disputes, disagreements, and divergent views
- providing a draft for the permanent record
- defining and refining the agenda
- logistical meeting/conference support when performing technical facilitation
- recording discussion content and focusing decision-making
- debriefing and overall meeting planning
- convening and leading large and small group briefings and discussions
- preparing draft and final reports for dissemination

Survey Services (SIN 874-3)
CPS provides expert consultation, assistance, and deliverables associated with all aspects of surveying within the context of MOBIS. This includes:

- planning survey design
- defining and refining the agenda
- determining proper survey data collection methodology
- sampling; survey development
- survey database administration
- administering surveys using various types of data collection methods
- pretest/pilot surveying
- assessing reliability and validity of data
- analyses of quantitative and qualitative survey data
- production of reports to include, but not limited to: description and summary of results with associated graphs, charts, and tables; description of data collection and survey administration methods; discussion of sample characteristics and the representative nature of data; analysis of non-response; and briefings of results to include discussion of recommendations and potential follow-up actions

Contract Information

Contract Number:	GS-10F-0437M
Contract Period:	9/4/07 through 9/3/12
Federal Supply Group:	874
Business Size:	Other than small

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Contractor Information

(Vendors) How to change your company information

Contract #: GS-10F-0261M
Contractor: PERFORMANCE INSTITUTE, INC., THE
Address: 805 15TH ST NW LBBY 3
WASHINGTON, DC 20005-2292
Phone: (202)739-9609
E-Mail: TARA.SHUERT@PERFORMANCEINSTITUTE.ORG
Web Address: http://WWW.PERFORMANCEWEB.ORG

Socio-Economic : Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
Thomas E. Healy
Phone: 253-931-7879
E-Mail: thomas.healy@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
874	MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)	GS-10F-0261M		Apr 29, 2012	874 1	DISAST RECOV	GSA Advantage!
					874 2	DISAST RECOV	GSA Advantage!
					874 4	DISAST RECOV	GSA Advantage!
					874 6	DISAST RECOV	GSA Advantage!
					874 7	DISAST RECOV	GSA Advantage!

Nuclear Regulatory Commission
Office of the Inspector General

Statement of Work
Facilitation Support to Update the
NRC-OIG F[redacted]Strategic Plan
update to

8741

Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detect fraud, waste, and abuse. To accomplish its mission effectively, the NRC OIG issued its current FY 2008-2013 Strategic Plan in September 2008.

The Government Performance and Results Act of 1993 (GPRA) created the original framework for federal strategic planning and performance reporting in order to promote greater efficiency and accountability in agency spending. The NRC OIG Strategic Plan is based on this framework. It defines the Inspector General's mission, goals, and the means by which it measures its progress in addressing specific agency challenges over the course of a five year period.

On January 4, 2011, President Obama signed into law the GPRA Modernization Act of 2010 to generate more frequent, transparent, and useful data to inform decision makers and improve intra-agency performance management.

Scope of Work

The purpose of this requirement is to obtain a highly experienced strategic planning facilitator to support OIG senior staff in updating the NRC OIG Fiscal Years 2008-2013 Strategic Plan and associated performance measures in accordance with the newly enacted legislation and all other applicable laws and directives.

Using the existing NRC OIG strategic Planning framework, the contractor shall conduct approximately four facilitation sessions to assist OIG senior staff with the following: identify the most significant challenges that NRC faces in fulfilling its safety and security mission over the strategic planning period – fiscal years 2011 through 2016; affirm or redefine existing OIG goals, strategies, actions and performance measures, and update other plan sections as appropriate to include any additional information resulting from the recently enacted GPRA Modernization Act and other directives.

The NRC OIG project officer and the contractor shall agree upon the dates and times for the facilitation sessions after the award of the purchase order. The facilitation work shall result in a final draft strategic plan that meets all legislative, regulatory, and Office of Management and Budget (OMB) requirements by June 1, 2011 unless another date is mutually agreed to.

Qualifications/Availability/Experience of Personnel

The contractor shall have in-depth knowledge of current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the GPRA Modernization Act of 2010, as well as other applicable OMB guidance and directives.

Eval criteria

The contractor shall have extensive knowledge of the strategic planning process as well as extensive experience facilitating the development and revision of Federal agency strategic plans and performance measures to include in particular Offices of Inspectors General within the Federal government. Further, the contractor must demonstrate a thorough understanding of the mission of an Inspector General within a Federal agency with working knowledge of both the audit and investigative functions within the OIG. The contractor also shall demonstrate a solid understanding of NRC's mission and the challenges it faces in meeting its statutory mandates in the current regulatory environment.

The proposed key personnel must be a senior member of the company; have experience addressing and working with senior officials within the Federal government, and be available to begin this engagement on or around April 1, 2011.

Meetings/Facilitation Sessions

Contractor shall conduct approximately four facilitation sessions on the date, time, and place agreed to by the project officer and the contractor.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

Deliverables

1. Within 7 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. At the "kick off" meeting, the contractor and NRC/OIG staff will discuss the

methodology that will be employed for updating the current OIG Strategic Plan to include facilitation session objectives and milestone dates for completing the tasks.

2. Within about 3 business days after each facilitation session, the contractor shall provide a written facilitation summary report of the issues discussed. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any outstanding issues to be resolved. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain contractor input and advice regarding issues that may arise during the stakeholder comment period.

3. Contractor shall produce and deliver an electronic Microsoft Word version of the OIG final draft strategic plan to the NRC OIG project officer by or around June 1, 2011 unless the NRC project officer agrees to a later time period.

Estimated Level of Effort

The estimated number of hours for this project is 150. This includes approximately 30 hours for approximately four facilitation sessions and 120 hours for pre and post meeting preparations, telephone conferences, product evaluation and reporting, document preparation, and consulting services.

Period of Performance

The period of performance shall commence on or around April 1, 2011 and shall expire on December 31, 2011.

NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space and on-site equipment for the facilitation sessions.

Accessibility Options

SBA Quick Market Search Results

Quick Market Search Listing, where

the firm has not opted out of DSBS searches;
the firm is small in any of these NAICS codes: 541611;
the profile location is in: 'DC', 'MD', 'VA';
at least one word of the Capabilities Narrative, Special Equipment/Materials or Keywords is strategic planning;
and economic groups randomized by original start time of search: 2011-02-23 08:37:43 AM.

Data validation took 0.01 seconds. The search took 0.63 seconds for certifications and 0.43 seconds for non-certifications.

Click on either hotlink in a row to list the firms in the economic group meeting your search criteria.

Economic Group	Number of Firms Found
Currently 8(a) Certified	76
Currently HUBZone Certified	22
Veteran	111
Currently SDB Certified	79
Service-Disabled Veteran	70
Woman or Women Owned	201

Accessibility Options SBA Search Results

SBA Search Results

Table Listing, where

the firm is active in searches;
the firm's business type includes: 'Service';
the firm is small in any of these NAICS codes: 541611;
the profile location is in: 'DC';
the firm is currently 8(a)-certified or an 8(a) Joint Venture;
the firm is currently SDB-certified;
the firm is currently HUBZone-certified;
and randomized by original start time of search: 2011-02-23 08:27:08 AM.

Data validation took 0.01 seconds. The count and search queries took 2.34 seconds and 2.46 seconds, respectively.

Displaying profiles 1 - 24 (of 24 profiles matching criteria):

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
1	C.B. HARRIS & COMPANY HARRIS & COMPANY	JODIE TAYLOR	900 2ND ST NE STE 308 B WASHINGTON, DC 20002-3557	Imaging & Indexing, Redaction, FOIA & Litigation Support, Secure Document Removal & Transport, Sensitive & Classified Document Handling & Safeguarding, Professional Training, Project Analysis & Management, Mail & Copy Room Services Support.
2	GENERAL SERVICES, INC. GENERAL CONSTRUCTION SERVICES	MONRETI AKINLEYE	3613 GEORGIA AVE NW WASHINGTON, DC 20010-1655	Ofice Supplies, Paper supllies, office equipment, copy center, facilities management, notary public and personlized promotional item General Construction services, design & build, specialty contractor; CNG & Petroleum service and installation.
3	AXIS REALTY ADVISORS, LLC	ANDREA REID	601 PENNSYLVANIA AVE NW APT 1208 WASHINGTON, DC 20004-2705	Commerial Real Estate Brokerage and Advisory Services; Transaction specialist; Advisory services include architectural/engineering; construction management; property management; development; move relocation; facilities support services.
4	ANSWER TITLE AND ESCROW LLC	HOPE LAWERY	10 G STREET N.E., SUITE 410 WASHINGTON, DC 20002-8030	A full-service title, escrow, and settlement firm with expertise in due diligence, litigation support, financial services, and closing services related to site acquisition and transfers throughout the Washington

				metro area. GSA (FABS) Sched # GS-23F-0036V
5	NEXTGEN CONSULTING INC. NGCI	SAIF REHMAN	1420 N CAPITAL ST NW WASHINGTON, DC 20002-3342	Change Management, CMMI, PMO, PMP, Six Sigma, ITIL, Training, Application Development, Web Design & Development, COTS, Data Cleansing & Conversion, Database Design & Maintenance, Security Assurance, SOA, IV&V, BPO, BPR, Resource Management, Help Desk
6	KNIGHTO, LLC KNIGHT SOLUTIONS	KEVIN KNIGHT	2208 MARTIN LUTHER KING JR AVE SE FL 2 WASHINGTON, DC 20020-5734	General Contractor with a focus on Energy Retrofit Expertise. Self Performing Site Work, Landscape and, Cemetery Raise & Realignment/cleaning headstones Sustainable, Energy Retrofits Geothermal Installation Photovoltaic Array Institutions
7	O'NEAL TECHNOLOGIES, INC.	GREGORY PETERSON	1101 16TH ST NW STE 300 WASHINGTON, DC 20036-4813	Core Services: Content Management, Vulnerability Assessments, Penetration Testing, Policy Review, Awareness and Training briefings, FISMA Support, Software Development, Document Solutions, C & A, IT Security and Business Analysis and Reengineering.
8	CREDENCE MANAGEMENT SOLUTIONS LLC	SIDDHARTHA CHOWDHARY	723 CAPITOL SQUARE PLACE SW WASHINGTON, DC 20024-2414	Credence provides management and technology consulting, strategy, business transformation, and advisory services. We serve government programs undergoing Business Transformation or IT Modernization in an independent and objective capacity.
9	LOGISTICS SYSTEMS INCORPORATED	LAWRENCE WILKERSON	1100 G ST NW STE 410 WASHINGTON, DC 20005-7426	IT Logistics systems integrator consulting firm. LSI can provide highly qualified experience personnel with TS level clearance in logistics management, information technology, sharepoint and staffing. We provide managers that can help leaders succeed.
10	TELESOLV CONSULTING, LLC	DAVID VINCENT	1210 FLORIDA AVE NE WASHINGTON, DC 20002-7106	Consulting firm specializing in project, performance, and records management; information research, analysis and assurance; information systems integration, systems

				development life cycle, quality assurance, and administrative and training support.
11	PLANNING, ARRANGEMENTS, LOGISTICS SPECIALISTS, LLC	RICHETTE HAYWOOD	1825 L ST NE WASHINGTON, DC 20002-3023	We are a personal/concierge business specializing in assisting federal government agencies with providing reasonable accommodations to disabled employees as well as conference support, meeting planning, administrative support, vendor exhibits.
12	MAGNIFICUS CORPORATION	AKINTOYE SHOETAN	37 L ST SE WASHINGTON, DC 20003-3331	Magnificus Corporation offers clients interdisciplinary teams of physicians,physician assistants, social wokers, registered nurses, and allied health.Information technology, Computer, Network and Internet Security, Translation, Transcription
13	ASPEN OF D.C., INC.	BRANDY BUTLER	1101 15 ST NW STE 202 WASHINGTON, DC 20005-3814	Aspen of D.C., Inc is a full service human resources management firm, providing exemplary services in the areas of outsourcing, facilities management, and a wide range of staffing solutions.
14	NURSING ENTERPRISES INC	MYRTLE GOMEZ, RN, MA	817 VARNUM ST NE 254 WASHINGTON, DC 20017-2144	Nursing Enterprises, Inc. (NEI) is a medical staffing and home health care company. For nearly 20 years, NEI has assembled certified and experienced health professionals in home health care and hospital administration.
15	IIU CONSULTING INSTITUTE, INC.	FRANK UKOH	3715 MARTIN LUTHER KING JR AVE SE WASHINGTON, DC 20032-1549	Provide construction & facility management services to commercial businesses & government agencies (Asbestos Abatement, Carpentry, Electrical, HVAC sevices, Roofing, Masonry & Flooring). General management services (staff enhancement & project mngmt.).
16	MICON CONSTRUCTIONS INC	SAMUEL O AKINWANDE	1818 NEW YORK AVE NE STE 218 WASHINGTON, DC 20002-1851	MICON CONSTRUCTIONS, INC WAS ESTABLISHED IN 2000 AS A GENERAL CONTRACTING FIRM, LICENSED, BONDED AND INSURED. WE PROVIDE A WIDE RANGE OF CONSTRUCTIONS SERVICES BOTH RESIDENTIAL AND

				COMMERCIAL. OUR SERVICES INCLUDE INCLUDE NEW CONSTRUCTION AND RENOVATIONS.
17	EMPOWERMENT TECHNOLOGY, INC.	TABITHA D. TYSON	10 G STREET NE SUITE 710 WASHINGTON, DC 20001-1852	Provide technical computer based IT services for commercial business, local and Federal Government, institutions, and private citizens.
18	TMG SERVICES, INC. MEADOWS GROUP CO., THE	LINDA FRAZIER	700 12TH ST NW STE 700 WASHINGTON, DC 20005-4052	General Contracting, Construction Management,Environmental Management,Environmental Remediation,Program and Project Management, Facilities Management,Trucking
19	VITALITY LLC	DERICK CARTER	1500 COLUMBIA RD NW SUITE 4 WASHINGTON, DC 20009-4200	Vitality LLC offers high-impact web site design, backend programming, reliable web hosting, secure e-commerce and highly effective Internet marketing services. All size companies are welcome including including small startups to Fortune 500.
20	MARYN CONSULTING INC.	GREGORY MARYN	1010 VERMONT AVE NW STE 1003 WASHINGTON, DC 20005-4972	Professional, technical, administrative, and program management support services to the federal, state and local government. We have a DSS issued Facility Clearance and over 90% of our current staff are cleared at the Secret, TS or TS/SCI level.
21	DJA & ASSOCIATES, LLC	DEBORAH AKWEI	1920 18TH ST SE WASHINGTON, DC 20020-4617	DJA & Associates provides management support services in marketing and outreach, professional staffing, regulatory compliance, conference planning,and administrative support services.
22	UNITY CONSTRUCTION OF D.C. INC UNITY CMS	OSCAR F. SMITH, JR.	3005 BLADENSBURG RD NE STE 2 WASHINGTON, DC 20018-1716	Business infrastructure facilitator specializing in information technology (IT) services,electrical and electronic systems implementation and integration for Audio/Video applications, network communications, digital and security and training applications
23	MARATHON, INC.	NAYA POWELL	900 SECOND ST NE STE 217 WASHINGTON, DC 20002-3540	
				Wilson Technologies is a leading Facilities and IT Support Services Company

24	WILSON TECHNOLOGIES INC.	DERRICK A. WILSON	3127 APPLE RD NE WASHINGTON, DC 20018-1605	providing Network Engineering, Help Desk, Database Services, Hospital Grade Janitorial Services, Relocation, Materials Handling, Solid Waste Services & Construction.

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- ( ) new line (Excel/database, vertical, best for mail-merge data source)
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SBA Search Results

Table Listing, where

the firm is active in searches;
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the firm is small in any of these NAICS codes: 541611;
the profile location is in: 'DC';
the firm is currently 8(a)-certified or an 8(a) Joint Venture;
and randomized by original start time of search: 2011-02-23 08:34:39 AM.

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Displaying profiles 1 - 25 (of 90 profiles matching criteria):

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
1	UNITY CONSTRUCTION OF D.C. INC UNITY CMS	OSCAR F. SMITH, JR.	3005 BLADENSBURG RD NE STE 2 WASHINGTON, DC 20018-1716	Business infrastructure facilitator specializing in information technology (IT)services,electrical and electronic systems implementation and integration for Audio/Video applications, network communications, digital and security and training applications
2	FIELD DATA TECHNOLOGY LLC	VEENA GUPTA	1499 MASSACHUSETTS AVE NW APT 516 WASHINGTON, DC 20005-2853	Field Data Technology's capabilites are in data collection using handheld devices, web development, database development, e-Learning, and green consulting.
3	PREMIER CONSULTANTS INTERNATIONAL, INC.	RENARD MARABLE	1020 16TH ST NW STE 201 WASHINGTON, DC 20036-2212	Premier is a 1st tier subcontractor supporting Clark Construction Gp, LLC, Clark/Balfour Beatty, Turner/Gilbane, Turner-Penick, ISEC Inc, Berlin Steel Construction Company. The firm installs woodwork, countertops, accessorites, and lab equipment.
4	PREEMPT, INC	WANDA M. JOHNSON	1200 G ST STE 820 WASHINGTON, DC 20005-3814	HR Support and Programs, EEO Services, Bs. Management, Training, Computer Systems and Networks, HR Systems, Consulting, Compliance, HR & Personnel Services, Legal Support and Services.
5	BEDD GROUP,LLC	BEVERLEY MITCHELL	1744 TAYLOR ST WASHINGTON, DC 20011-5313	A design/build firm providing architectural and construction services for educational, commercial and institutional facilities.
6	MARATHON, INC.	NAYA POWELL	900 SECOND ST NE STE 217 WASHINGTON, DC 20002-3540	
7	SERDI	MS. SABRINA POOLE	2600 VIRGNIA AVE NW STE 606 WASHINGTON, DC 20037-1905	SERDI offers comprehensive Cyber Security and Information Technology Services. Our full suite of services includes strategic planning and business processes, development, training, and program management.
				Beale Inc. is a minority owned information systems management

8	BEALE INC	ROBIN BEALE	1325 G STREET NW STE 500 WASHINGTON, DC 20005-3136	and construction demolition consulting service. We provide demolition services from site readiness to new structure preparation. In addition, we provides computer consulting services.
9	VITALITY LLC	DERICK CARTER	1500 COLUMBIA RD NW SUITE 4 WASHINGTON, DC 20009-4200	Vitality LLC offers high-impact web site design, backend programming, reliable web hosting, secure e-commerce and highly effective Internet marketing services. All size companies are welcome including including small startups to Fortune 500.
10	DJA & ASSOCIATES, LLC	DEBORAH AKWEI	1920 18TH ST SE WASHINGTON, DC 20020-4617	DJA & Associates provides management support services in marketing and outreach, professional staffing, regulatory compliance, conference planning,and administrative support services.
11	DIGIDOC INCORPORATED DOCUMENT MANAGERS	DARRYL WIGGINS	510 FLORIDA AVE NW WASHINGTON, DC 20001-1851	Reseller of Document imaging Software. Reseller of hardware like Printer,Copiers,Computers,Scanners and Facsimile devices. Agreements with Compaq,Ceyoniq,Ingram Micro, DBA services, Document Conversion Services
12	MINDFINDERS INC.	TIM BOOKER	1050 CONNECTICUT AVE NW # 1000 WASHINGTON, DC 20036-5303	We have extensive experience providing high quality specialized staffing solutions and hardware/software sales. MindFinders specializing in the area of IT, Administrative and Operational Support, Financial/Accounting, and Professional Search services.
13	SUMMIT CONSULTING LLC	AMY DEORA	626 E ST NW # 200 WASHINGTON, DC 20004-2203	Summit Consulting's core competencies are statistical and economic analysis of housing/mortgage market issues, developing sample design schemes, and Federal credit analysis.
14	BAYFIRST SOLUTIONS LLC	ELLIOT ROSEN	6856 EASTERN AVE NW STE 100 WASHINGTON, DC 20012-2166	Program management;System engineering, Disability consulting,Section 508, technology assessment, website remediation; e-Learning; e-Commerce; Organizational Development; Proposal, deaf,Training.
15	NEXTGEN CONSULTING INC. NGCI	SAIF REHMAN	1420 N CAPITAL ST NW WASHINGTON, DC 20002-3342	Change Management, CMMI, PMO, PMP, Six Sigma, ITIL, Training, Application Development, Web Design & Development, COTS, Data Cleansing & Conversion, Database Design & Maintenance, Security Assurance, SOA, IV&V, BPO, BPR, Resource Management, Help Desk
16	VISUALPOINT, INC.	PEDRO PEREZ	1050 CONNECTICUT AVE NW FL 10 WASHINGTON, DC 20036-5350	VisualPoint provides information technology and business consulting services using proven techniques and technologies to deliver cutting-edge information management focused products and services.

17	AXIS REALTY ADVISORS, LLC	ANDREA REID	601 PENNSYLVANIA AVE NW APT 1208 WASHINGTON, DC 20004-2705	Commerial Real Estate Brokerage and Advisory Services; Transaction specialist; Advisory services include architectural/engineering; construction management; property management; development; move relocation; facilities support services.
18	DIMENSIONAL SOLUTIONS, INC.	ANTHONY RAY	1012 14TH ST NW STE 1025 WASHINGTON, DC 20005-3814	
19	MICROAGILITY INC	SAJID KHAN	1701 PENNSYLVANIA AVE NW STE 300 WASHINGTON, DC 20006-5813	Who We Are: MicroAgility is an award wining boutique management and technology consulting company. Our agile, business-centric, and experienced consultants partner with organizations nationwide to solve their pressing challenges.
20	HEARTLANDS INTERNATIONAL LTD	SHIRLEY BUZZARD	510 N ST SW APT 527 WASHINGTON, DC 20024-4519	Heartlands International provides comprehensive training and management support services. Services include program and project management training, facilitation, executive coaching, crisis management, event management, program monitoring and evaluation.
21	TECHGLOBAL, INC.	MINNA LI	1050 17TH ST NW WASHINGTON, DC 20036-5503	A systems integration and implementation company. Needs Assessment, IT Planning, System Design, Data Modeling, Data Management, System and Data Migration, Oracle, SQL Server, UML, Sonic ESB, .NET, J2EE, ArcGIS, XML, ASP, ArcGIS, Windows, Unix, etc.
22	MICON CONSTRUCTIONS INC	SAMUEL O AKINWANDE	1818 NEW YORK AVE NE STE 218 WASHINGTON, DC 20002-1851	MICON CONSTRUCTIONS, INC WAS ESTABLISHED IN 2000 AS A GENERAL CONTRACTING FIRM, LICENSED, BONDED AND INSURED. WE PROVIDE A WIDE RANGE OF CONSTRUCTIONS SERVICES BOTH RESIDENTIAL AND COMMERCIAL. OUR SERVICES INCLUDE INCLUDE NEW CONSTRUCTION AND RENOVATIONS.
23	SANAMETRIX, INC.	WARNER ROBERTS	1776 I ST NW STE 900 WASHINGTON, DC 20006-3700	Sanametrix is an industry leading developer of Workflow, Decision Support and E-Commerce Solutions for technologically progressive companies. The Sanametrix Team brings years of hands-on technical experience to their projects.
24	VERACITY ENGINEERING, LLC	THOMAS R. LAMOUREUX	600 MARYLAND AVE S W WASHINGTON, DC 20024-2749	
25	NURSING ENTERPRISES INC	MYRTLE GOMEZ, RN, MA	817 VARNUM ST NE 254 WASHINGTON, DC 20017-2144	Nursing Enterprises, Inc. (NEI) is a medical staffing and home health care company. For nearly 20 years, NEI has assembled certified and experienced health professionals in home health care and hospital administration.

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- ( ) new line (Excel/database, vertical, best for mail-merge data source)
- ( ) tab (Excel/database, horizontal, but changed to spaces by Netscape 4)

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