

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1. AWARD/EFFECTIVE DATE 1/26/04		4. ORDER NO. DR-27-04-307		5. EDUCATION NO.		6. EDUCATION ISSUE DATE	
FOR SOLICITATION INFORMATION CALL: NAME Mr. Michael Mills		7. TELEPHONE NO. (No Collect Calls) 301-415-6550		8. OFFER DUE DATE/LOCAL TIME			
ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SUBZONE SMALL BUSINESS <input type="checkbox"/> N/A NACS: 511210 SIZE STANDARD 23H		11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12. DISCOUNT TERMS Net 30	
5. DELIVER TO U.S. Nuclear Regulatory Commission Attn: Ms. Marva Gary Mail Stop T2F18 Washington DC 20555		CODE		18. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100	
7A. CONTRACTOR/OFFEROR TechSolutions Attn: Ms. Anne Patterson 560 Pleasinger Road Warfordaburg VA 17267 TELEPHONE NO. 1-888-898-2858		FACILITY CODE		18A. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Mail Stop T-7-I-2 (see the attached billing instructions) Washington DC 20555		CODE	
<input type="checkbox"/> 17B. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18B. SUBMIT INVOICES TO ADDRESSES SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			

1A. ITEM NO.	21. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Visual Powerfiles for EEO Web Server License (includes 5 User Licenses and Training for 5)	[REDACTED]	EA	[REDACTED]	\$10,000.00
2.	Additional User Licenses		EA	[REDACTED]	\$7,000.00
3.	Training for Additional Users		EA	[REDACTED]	\$5,950.00
4.	1st Year Annual Maintenance and Support Subscription of Visual Powerfiles for EEO Software. Includes ongoing SOLCH Documentation. Period of performance: date of successful integration and installation through one (1) calendar year.		YR	[REDACTED]	\$20,000.00
5.	2nd Year Annual Maintenance and Support (Option Year One)		YR	[REDACTED]	\$20,000.00
				SUBTOTAL	

23. ACCOUNTING AND APPROPRIATION DATA
B&R No. 4-7P15-513316, Job Code: D1352, BOC: 252A, X0200

26. TOTAL AWARD AMOUNT (For Cash Use Only)
OBLIGATED \$69,800.00

27A. SOLICITATION INCORPORATES BY REFERENCE FAR 52.213-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27B. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS:

30A. SIGNATURE OF OFFEROR/CONTRACTOR
Anne M. Patterson

31A. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER
Mary H. Bluff

30B. NAME AND TITLE OF BIDDER (TYPE OR PRINT)
Anne M. Patterson, President, TechSolutions

30C. DATE SIGNED
1-28-04

31B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Mary H. Bluff

31C. DATE SIGNED
1-26-04

ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6.	3rd Year Maintenance and Support (Option Year 2)	[REDACTED]	YR	[REDACTED]	\$20,000.00
7.	Configuration/Setup of Visual Powerfiles for EEO , includes Initial SDLCM Documentation		EA	[REDACTED]	\$20,000.00
8.	Input of Complaint Data into the Visual Powerfiles for EEO		EA	[REDACTED]	\$6,850.00
<p>The following additional terms and conditions are hereby incorporated by reference: FAR 52.227-14, Rights in Data-General (June 1987) FAR 52-227-19, Commercial Computer Software-Restricted Rights (June 1987) FAR 52-224-1, Privacy Act Notification (April 1984) FAR 52-224-2, Privacy Act (April 1984)</p> <p>Refer to the following attachments: Billing Instructions (Attachment B), Funding (Attachment C), and NRC Form 187/ Contract Security and Classification Requirements.</p> <p>Obligated Amount: \$69,800.00 (DUNS NO. 134734 396) Award Amount, Firm Fixed-Price \$109,800.00</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMM/DD) 42d. TOTAL CONTAINERS

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-10	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984

A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5)(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.

(6)(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.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.

- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 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)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) 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.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- (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) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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.

52.213-3

NOTICE TO SUPPLIER

APR 1984

A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.4 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

- 52.216-18, Ordering
- 52.216-19, Order Limitations
- 52.216-22, Indefinite Quantity
- 52.217-6, Option for Increased Quantity
- 52.217-7, Option for Increased Quantity Separately Priced Line Item
- 52.217-8, Option to Extend Services
- 52.217-9, Option to Extend the Term of the Contract

A.5 SEAT BELTS

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

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

52.217-9

Option to Extend the Term of the Contract
(Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration on this contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed March 31, 2007.

(End of clause)

ATTACHMENT A

STATEMENT OF WORK Civil Rights and Affirmative Employment and Diversity Data Tracking and Reporting System

A. OBJECTIVE

To secure the services of a firm with an existing web-based data system that can store, track, manage, and generate ad-hoc and standard reports on civil rights and affirmative employment and diversity activities. The contractor shall have qualified personnel who can modify the system to meet the U.S. Nuclear Regulatory Commission's (NRC or Agency) requirements, install the program, troubleshoot problems, and provide timely and effective customer support to staff who will use and maintain the system. The system should be user friendly (e.g., screens and fields presented in a logical and systematic manner) and meet the Agency IT system design constraints and compatibility requirements defined below in Section D.

B. BACKGROUND

The Office of Small Business and Civil Rights (SBCR) is responsible for the administrative processing of discrimination complaints, filed under the various civil rights statutes (Title VI, Title VII and Title IX of the Civil Rights Act of 1964, Age Discrimination in Employment Act (ADEA), the Rehabilitation Act, and, the Equal Pay Act of 1963), from the informal/pre-complaint stage through the formal stage. SBCR is also responsible for monitoring the affirmative employment and diversity activities such as recruitment, hiring, and retention, to identify areas of under-representation and potential barriers to accomplishing the Agency's equal opportunity, diversity, and affirmative employment goals and objectives. To comply with legislative and Agency mandates, SBCR must provide numerous ad-hoc, monthly, quarterly, annual and multi-year reports on civil rights and affirmative employment and diversity activity. The system will primarily be utilized and maintained by staff of SBCR's Civil Rights Program (CRP) and Affirmative Employment and Diversity Program (AEDP), located in the Agency's Headquarters offices in Rockville, Maryland. There will be limited use by collateral-duty EEO counselors assigned to the Agency's Headquarters (Rockville, Maryland), and four regional offices (Region I, King of Prussia, Pennsylvania; Region II, Atlanta, Georgia; Region III, Lisle, Illinois; and Region IV, Arlington, Texas).

C. SCOPE OF WORK

The system must be able to store, manage, and track civil rights and affirmative employment and diversity activities, and generate standard and ad-hoc reports for use by the Agency or to meet reporting requirements imposed by other Federal agencies such as the Equal Employment Opportunity Commission (EEOC), Department of Justice (DOJ), Office of Personnel Management, and Office of Management and Budget. Reports may include an analysis of discrimination complaint activity filed under the various civil rights statutes (Title VI, Title VII and Title IX of the Civil Rights Act of 1964,

Age Discrimination in Employment Act (ADEA), the Rehabilitation Act, and, the Equal Pay Act of 1963), cost of providing services such as investigations and mediation, and the Agency's workforce and/or personnel actions based on race, sex, disability, age, grade, and/or PATCOB, by agency, organizational units, regions, and/or headquarters offices. All Data fields must be consistent with EEOC Management Directive (MD)110, EEOC regulations at 29 CFR Part 1614, EEOC Form 462, EEOC MD 715, which will replace MD's 712, 713 and 714, Merit Systems Protection Board (MSPB) regulations at 5 CFR 1201, and Office of Personnel Management guidelines, to track discrimination complaint and affirmative employment and diversity activity in order to generate reports to include, but not limited to, the following:

Affirmative Employment and Diversity Tracking

- Applicant flow data for hires and promotions, including disposition of applicants, by race, ethnicity, gender, age, and disability status.
- Distribution of employees within various grades, job categories and/or PATCOB based on race, ethnicity, gender, age and disability status.
- Personnel actions such as awards, performance appraisals, training, etc. by race, ethnicity, gender, age and disability status.

Affirmative Employment and Diversity Reporting

- Distribution of employees by race, ethnicity, gender, age, and/or disability status, within various grades, job series and/or PATCOB (i.e., number of employees in technical job series at grades 13 and above, by race and age; number of employees in clerical job series at grades 7-10, by race, ethnicity, age, gender, and disability status).
- Distribution of employees within various job categories over a period of time, identified by race, ethnicity, gender, age, and disability status (i.e., number of employees in the 301 job series over the past five years, by race and gender).
- Distribution of employees by race, ethnicity, gender, age, disability status, and/or personnel action, over a period of time or a specific (i.e. number of employees promoted to the GG-15 level, in the past five years, identified by race and age)
- Use of queries to generate reports on specific personnel actions during an identified period of time by race, ethnicity, gender, age, disability status grade, major job categories and/or PATCOB.
- Work-force profiles/demographics Agency-wide or organizational structure by race, ethnicity, gender, age, disability status, grade, major job categories and/or PATCOB
- Comparison reports and trend analysis with charts, graphs, and narrative analysis

Discrimination Complaint Tracking

- Significant events at the informal and formal stages of the discrimination complaint process
- Cost of investigations, mediation and other civil rights-related services
- Total processing time for disposition of complaints and at each stage of the complaint process
- Named management officials, offices and organizations where complaints arose
- Name of individuals involved in the complaint process and their representatives

Discrimination Complaint Reporting

- Bases, issues, and theories of discrimination raised in complaints Agency-wide and by organizations.
- 462 Report required by EEOC.
- Alternative Dispute Resolution activity .
- EEO counseling activity
- Status of discrimination complaints at each stage of the complaint process
- Average processing time for final disposition of complaint and for each stage of the process.
- Affirmative Employment Reports required by EEOC
- Reports on Title VI and Title IX Discrimination Complaint Activity required by DOJ

Once the system is operational, the contractor shall have qualified personnel who can input data in the system from NRC active and inactive informal and formal employment discrimination complaint files from FY 1998 to FY 2002. The Agency receives an average of 30 informal and 12 formal employment discrimination complaints each fiscal year.

D. Configuration Management and IT Requirements

The contractor shall provide software, procedures and other work products compatible with the configuration management plan based on Chapter 5, "Configuration Management" of the System Development Life Cycle Methodology (SDLCM) for computer off-the-shelf (COTS) software. Any system changes to satisfy the requirements shall be entered into the configuration management plan.

Detailed system design constraints and compatibility requirements

The following detailed system design constraints and compatibility requirements have been identified:

Testing

Prior to the award of a contract, the contractor shall provide SBCR users and a representative of the Office of the Chief Information Officer (OCIO), a demonstration of the software and, if requested by the OCIO representative, complete a Proof of Concept test to ensure the software meets NRC's compatibility requirements defined below.

The Proof of Concept test will be conducted in NRC's Computer Technical Facility (2nd floor of Two White Flint North complex).

Operating system and other software

The Agency workstation standard is NT 4.0, (expected to upgrade to Windows XP in FY 2003) and NRC currently supports Sybase™12 as its standard. The Agency standard LAN O/S is currently Novell 4.6.1 (expected to upgrade to Novell 6 in FY 2003). Current NRC software infrastructure:

- ▶ Microsoft Windows NT 4.00.1381, Service pack 6a;
- ▶ NT Client Agent;
- ▶ Sybase 12.0
- ▶ Novell NetWare Client for Windows NT/2000;
- ▶ Diskkeeper;
- ▶ Informs 4.3;
- ▶ Watermark 3.1.1.2;
- ▶ Microshield v.5;
- ▶ Network Access Suite 3.0;
- ▶ Norton AntiVirus Corporate Edition;
- ▶ PeopleSoft People Tools 7.57;
- ▶ Corel WordPerfect 8.0.0;
- ▶ Corel Presentations 8.0.0;
- ▶ Corel QuattroPro 8.0.0;
- ▶ GroupWise 5.5.3;
- ▶ Netscape Communicator 4.7/Internet Explorer 6.0
- ▶ ADAMS 3.1.1 (custom); and
- ▶ FTP Corp's Onnet 32 tools suite (includes FTP, 3270, Telnet, ping, etc.).

Acceptance of detailed system design

The contractor is required to complete a detailed design for the entire system by addressing how the operational system will accomplish the stated functional requirements, and successfully deliver key design documents covering all components, including those for implementation, that conform to NRC's SDLCM guidelines for COTS software. A schedule for deliverables will be determined by the project officer in coordination with the contractor and OCIO representative, where applicable. The Project Officer will normally provide comments for incorporation into final products within ten working days of receipt.

All designs shall be finalized prior to the commencement of the Proof of Concept test. Upon timely completion of NRC's review and approval of the detailed system design, the contractor will be formally notified by the Project Officer of authorization to commence the Proof of Concept phase of this effort.

Business process analysis

The contractor shall meet in formal and informal settings with NRC Civil Rights and Affirmative Employment and Diversity Data Tracking and Reporting System (Data System) users in SBCR and OCIO representative to gather business processes data. The business process data gathered will include the knowledge base, a technology summary, and specific information needed to clarify and supplement the information contained in NRC Functional Requirements.

E. Software procurement, installation, technical assistance, and training

Purchase of required upgrades

The contractor shall purchase software and upgrades for NRC that is required for the system. The licensee for this software shall be NRC.

Installation of Software and Data

The contractor shall install the software and upgrades purchased by NRC, and input data from active and inactive informal and formal discrimination complaint files for the period FY 1998 to FY 2002. The contractor shall provide product customization, updates, revisions and modifications as necessary within one month of request or issuance of new regulations, laws, or implementing guidance that impact on the Agency's reporting requirements.

Technical Assistance

The contractor shall provide technical assistance in the set-up and operation of the system and software. The contractor shall provide technical support to resolve system problems and answer questions about system operation for a period of one year after NRC acceptance of the system. Such support may be provided remotely, but the contractor shall provide on-site support if NRC deems necessary.

Training

The contractor shall provide NRC users on-site training, an on-line training module, and a written procedures manual describing the utilization and function capability of the system.

F. PERFORMANCE AND REPORTING REQUIREMENTS

Performance Requirements

The Performance Requirements, defined herein at paragraphs C, D, and E, outlines the applicable performance requirements, deliverables, and acceptable standards.

Place of Performance

Place of performance shall be at NRC Headquarters, Rockville, MD., Two White Flint North complex. Access to the development suite housed in the Computer Technical Facility on the second floor of the complex will be provided during the project.

Reporting Requirements

The Contractor shall submit a detailed **Project Management Plan** to cover a timetable of scheduled deliverables identified in paragraphs C, D, and E, name, title, responsibility, telephone number, fax number and e-mail address for staff assigned to the project, and the projected number of hours estimated to complete each scheduled deliverable or phase of the project. This plan shall be progressed through monthly status reports and/or meetings with the NRC Project Officer and OCIO representative when deemed necessary. The schedule of deliverables will be determined by the contractor, NRC Project Officer, and OCIO representative.

G. PERSONNEL

Key Contractor staff positions are:

- A. Project Manager
- B. Senior Software Engineer
- C. Data Entry Supervisor

Key individuals assigned to this project must have the qualifications required to meet timeliness and quality standards stated herein the Statement of Work.

H. TRAVEL

None

I. SECURITY

1. **Security/Classification Requirements Form.** The NRC Form 187 furnishes the basis for providing security and classification requirements to prime Contractors, subContractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
2. It is the Contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this

contract, transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the delivery order and the retention is approved by the contracting officer, the Contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the delivery order continue to be applicable to the matter retained.

3. In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The Contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The Contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
4. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.
5. Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
6. Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
7. Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

8. **Security Clearance Personnel.** The Contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The Contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
9. **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subContractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
10. **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
11. **In performing the delivery order work,** the Contractor shall classify all documents, material, and equipment originated or generated by the Contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the SubContractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the Contractor.
12. **Site Access Badge Requirements.** During the life of this contract, the rights of ingress and egress for Contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all Contractor personnel whose duties under this delivery order require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project officer shall assist the Contractor in obtaining the badges for the Contractor personnel. It is the sole responsibility of the Contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any Contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure that Contractor personnel enter only those work areas necessary for performance of delivery order work, and to assure the safeguarding of any Government records or data that Contractor personnel may come into contact with.

13. Security Requirements for Information Technology Services. The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

Contractor Security Requirements for Level I

Performance under this delivery order will involve prime Contractor personnel, SubContractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A Contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this delivery order by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility

under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 which furnishes the basis for providing security requirements to prime Contractors, subContractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

Contractor Security Requirements for Level II

Performance under this delivery order will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such Contractor personnel shall be subject to the NRC Contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this delivery order as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A Contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's

Name: William Carrier, Sr.
Office of the Chief Information Officer
Address: U.S. Nuclear Regulatory Commission
Mail Stop T-6C30
Washington, DC 20555
Telephone Number: 301-415-5778
Fax Number: 301-415-6440
Email address: wbc@nrc.gov

1. Performance of the work under this order is subject to the Project Officer and technical direction of the OCIO technical representative. The term "technical direction" is defined to include the following:
 - Providing advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - Reviewing and, where required by the order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.

2. The project officer who serves as the subject matter expert and provides administrative oversight of the BPA/contract shall:
 - Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer (CO) changes in requirements.
 - Assist the contractor in the resolution of technical problems encountered during performance.
 - Review all costs requested for reimbursement by the contractor and submit to the CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.
 - Assist the contractor in obtaining the badges for contractor's personnel.
 - Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

3. The Project Officer does not have the authority to and may not issue any direction which:
 - Constitutes an assignment of work outside the general scope of the order or associated BPA/contract.
 - Constitutes a change as defined in the "Changes" clause of the GSA contract.
 - In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.

- Changes any of the expressed terms, conditions, or specifications of the order or associated BPA/contract.
 - Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.
4. All technical directions must be issued in writing by the Project Officer or must be confirmed by the Project Officer, in writing, within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the CO.
 5. The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within the Project Officer's authority under the provisions of this clause.
 6. If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in paragraph (3) of this section, the contractor may not proceed but shall notify the CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the order or associated BPA/contract accordingly. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 7. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the order or associated BPA/contract.
 8. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

K. PERIOD OF PERFORMANCE

This order for the design and installation of the system shall be effective from the order award date through 30 calendar days, and include one year technical assistance support, and up to three years maintenance/support. The BPA/contract will also include that after the successful installation of the system, the contractor will have one month to input data from NRC employment discrimination complaint files from FY1998 to FY 2003.

L. APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

**U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001**

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

**NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001**

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

**U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852**

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is

received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

Attachment C

TechSolutions

DR-27-04-307

PARTIAL FUNDING

This purchase order is partially funded in the amount of \$69,800.00. The purchase order may be modified at a future date to add additional funds contingent upon their availability. No legal liability on the part of the NRC may arise for performance beyond the amount of this partial funding. Also, the Contractor shall not be obligated to continue performance beyond the amount of this partial funding unless and until the Contracting Officer increases the amount obligated with respect to this order. The estimated aggregate total of this order is \$109,800.00.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

TBD

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

B. PROJECTED START DATE

C. PROJECTED COMPLETION DATE

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Civil Rights & Affirmative Employment and Diversity Data Tracking and Reporting System

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED? YES NO

C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE Marva C. Gary, Project Officer	SIGNATURE <i>Marva C. Gary</i>	DATE 8-6-03
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

N/A

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

SPONSORING NRC OFFICE OR DIVISION (Item 10A) DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B) CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Corenthis B. Kelley, Director/SBCR	SIGNATURE <i>Corenthis Kelley</i>	DATE 8-6-03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <i>For</i> Thomas O. Martin, Director, DFS/ADM	SIGNATURE <i>Calvin O. Bryant</i>	DATE 8-11-03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <i>for</i> Kathryn O. Greene, Director, DC/ADM	SIGNATURE <i>Robert Webber</i>	DATE 8/15/03

REMARKS