

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 25

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

BPA NO.

1. DATE OF ORDER 6/30/04		2. CONTRACT NO. (If any) GS00F0039M		6. SHIP TO:	
3. ORDER NO. DR-10-04-418		4. REQUISITION/REFERENCE NO. ADM-04-418		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Attn: Jeffrey R. Mitchell Washington, DC 20555				b. STREET ADDRESS Attn: William Harris Mail Stop: T7-D24	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555

a. NAME OF CONTRACTOR MCMANIS ASSOCIATES, INC.		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	

c. STREET ADDRESS 7518-20 DIPLOMAT DRIVE, SUITE 201		<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MANASSAS	e. STATE VA	f. ZIP CODE 201092633	

9. ACCOUNTING AND APPROPRIATION DATA Job Code: D2316 BR# 44015-511302 BOC: 252A Fund Source: x0200 Contractors DUNS: 072637457		\$60,906.00	10. REQUISITIONING OFFICE ADM/DFS/FACB
---	--	-------------	---

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

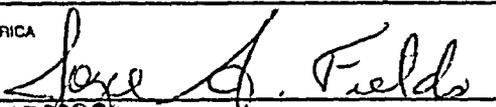
12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE As Stated in SOW	16. DISCOUNT TERMS Net 30
---------------------------------	------------------------	---	------------------------------

13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	
a. INSPECTION	b. ACCEPTANCE	Jeffrey R. Mitchell 301-415-6465	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The U.S. Nuclear Regulatory Commission (NRC) hereby accepts McManis & Monsalve Associates, dated May 17, 2004, written technical and price proposal, which are hereby incorporated by reference, to perform the services in accordance to the Statement of Work and Terms and Conditions attached to this Order. Space Utilization Assessment, Fixed Price The following is attached hereto and made a part hereof this Deliver Order: Statement of Work (3 pages) Addendum (2 pages) Space Planning (1 page) Project Officer Authority (2 pages) NCAR 2052.215-70 Key Personnel (1 page) NRC Form 187 (2 pages) NCAR 2052.204-70 Security (10 pages) Billing Instructions (1 page)	1	lot	60,906.00	\$60,906.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$60,906.00	SUBTOTAL	
	21. MAIL INVOICE TO:								17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4								17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-10-04-418)								
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				\$60,906.00		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Joyce A. Fields Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
---	---

TEMPLATE - ADM002

ADM002 (8/95)

TASK ORDER TERMS AND CONDITIONS _____
NOT SPECIFIED IN THE CONTRACT _____

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20
A.2 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.3 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.

**STATEMENT OF WORK
DR-10-04-418**

**SPACE UTILIZATION ASSESSMENT
OF THE
NUCLEAR REGULATORY COMMISSION**

1.0 Background

The U. S. Nuclear Regulatory Commission (NRC) headquarters located at 14545 and 14555 Rockville Pike (in North Bethesda), Rockville, MD 20852, houses approximately 2,000 people in an open-plan, systems furniture (Haworth/Transwall combination) environment. The One White Flint North (OWFN) and Two White Flint North (TWFN) buildings comprise the White Flint Complex (WFC). The Division of Facilities and Security (DFS), within the Office of Administration (ADM), is responsible for space management at the WFC.

The ADM and DFS responsibilities for space management are described in Management Directive 13.2 (Management Directive 13.2 will be provided after award), Facility Management, and include approving, managing, and controlling NRC-assigned space to ensure adherence to health and safety codes, application of consistent office and support space size and configuration standards, and assignment and reallocation of space based on space requirements analyses of organizational and employee functional needs.

The basic criteria for allocating office space include organizational adjacency of individual offices within an assigned block of space typically assigned at the Office or Division level, an employee's grade or position (as a surrogate for function), and special functional needs such as those for handicapped employees or those for employees who use special equipment. A list of individual office size standards is attached. There are less well-defined criteria for support space such as meeting rooms, file areas, and computer rooms. Over the years, as organizations changed, expanded, or contracted, office space was reconfigured and reallocated to maintain organizational adjacency and accommodate new or changing functional requirements.

The NRC headquarters uses a PC-based Space Planning System (SPS) consisting of two linked applications: AUTOCAD (for drawings) and ARCHIBUS (for data management and reports generation). This system supports space planning at the micro and macro levels. The Division of Facilities and Security (DFS) maintains and operates the Space Planning System. Current use and occupancy data for individual offices is updated by DFS from information furnished by the Offices occupying the spaces and/or from space plans generated by DFS using the Space Planning System.

2.0 Objective

The objective of this space utilization assessment is to evaluate the effectiveness of the SPS in meeting its desired purpose of supporting micro and macro space planning. Is the system capable of producing accurate, detailed, and timely space plans? If so, is the system being used in the most effective and efficient manner to achieve the desired purpose?

3.0 Scope

The contractor shall evaluate actual space utilization in the WFC (based on a statistically valid sample to be determined in consultation with the DFS Project Manager) for all categories of occupants (employees, contractors, consultants, and visitors). This shall include occupancy/vacancy rates and assigned versus actual use classification. The contractor shall compare the actual data obtained from the sample to comparable data set(s) in the SPS. The contractor shall test for completeness, relevance, and accuracy in comparing the actual data and SPS data set(s), and shall also test the accuracy and reliability of the reports and drawings generated by the SPS based on its independent calculations. Actual and projected employee, contractor, consultant, and visitor data for the headquarters the fiscal years 2004, 2005 and 2006 will be furnished to the contractor by the NRC.

4.0 Tasks

4.1 Task A. Assess effectiveness of DFS use of SPS for space planning.

This task shall include:

- Assessment of applicability and consistency of DFS space allocation standards for organizations and for work stations.
- Assessment of DFS method for updating ARCHIBUS/AUTOCAD databases, including an assessment of ARCHIBUS/AUTOCAD data integrity, accuracy, and completeness.
- Assessment of overall capability of SPS, as configured, to generate timely, relevant drawings and reports.
- Assessment of DFS staff effectiveness in using space standards and the SPS capability to project actual versus "what if" scenarios to produce desired micro and macro space plans.
- An evaluation of vacant work stations to determine approximately how many are below standard (too small, poorly configured, having a column interfere with work space), and therefore marginally usable.

4.3 Task B. Recommend whether/how DFS could modify current SPS processes/staffing.

This task shall include any recommendations pertaining to:

- DFS actions, if any, that can be taken to improve SPS functionality and operation.
- Staffing/expertise changes that DFS could take to achieve the SPS desired purpose.

5.0 Security

Unescorted access to the NRC controlled building/spaces is required; therefore at a minimum one key individual shall be cleared prior to starting this task. Refer to attached NRCAR 2052.204-70 SECURITY. Security packets will be sent to the Contractor upon award.

6.0 Period of Performance

The period of performance shall be 120 days from the effective date of cleared individuals identified as key personnel. The NRC estimates that once a fully completed Security Packet is complete it will take approximately 6 weeks for the adjudication process. In the interim of waiting for individuals to be cleared the Contractor may contract the NRC project officer for preliminary information need to complete the assessment.

7.0 Deliverable Schedule

7.1 Task A: Assess effectiveness of DFS use of SPS for space planning.

Draft: 60 days after task award.

Final: 10 days after receipt of Government comments.

7.2 Task B. Recommend whether/how DFS modify current SPS processes/staffing

Draft: 80 days after task award.

Final: 10 days after receipt of Government comments.

8.0 Administrative Considerations

8.1 Contracting Officer's Representative: Provided after award.

8.2 Task Monitor: Provided after award.

**ADDENDUM
SPACE UTILIZATION ASSESSMENT**

I. The NRC will provide the following information to the contractor:

- Boca Codes
- NRC Space Standards
- HR current employee data
- SPS employee and space data (available in the system)

II. Refer to McManis & Monsalve Associates revised proposal dated May 17, 2004. Below represents the NRC's response to Task 3 identified in the proposal. (This information was previously provided on May 11, 2004 @ 3:30 p.m., via: phone conference call with McManis and NRC.)

Scope:

1. Audit shall consist of 200,000 square feet of occupiable space.
2. Audit shall be performed on floor's TWFN 4, 8, 7, 10. And OWFN floors 3, 6, 11, 12, 16.

Sample areas to include the following:

1. Comparing employee data to current staffing data.
2. Comparing room data to actual room sizes.
3. Dimensioning selected areas and comparing with AutoCAD files

III. Space Assessment Report shall include the following:

These items covered in Section 3.0 "Scope" of the SOW

1. Average square feet per office by standard
2. Average square feet per employee by standard
3. Number of workstations by Building including
 - No. Occupied
 - No. Vacant
 - No. of workstation occupied by Contractors
 - No. of occupiable workstations occupied by computers/files/storage.
 - Vacancy rate by Building

These items covered in Section 4.0 "Tasks" of the SOW

4. Assessment of applicability and consistency of DFS space allocation standards for organizations and for work stations.
5. Assessment of DFS method for updating ARCHIBUS/AUTOCAD databases, including an assessment of ARCHIBUS/AUTOCAD data integrity, accuracy, and completeness.

6. Assessment of overall capability of SPS, as configured, to generate timely, relevant drawings and reports.
7. Assessment of DFS staff effectiveness in using space standards and the SPS capability to project actual versus "what if" scenarios to produce desired micro and macro space plans.
8. An evaluation of vacant work stations to determine approximately how many are below standard (too small, poorly configured, having a column interfere with work space), and therefore marginally usable.
9. DFS actions, if any, that can be taken to improve SPS functionality and operation.
10. Staffing/expertise changes that DFS could take to achieve the SPS desired purpose.

Space Planning

Space planning services are available to facilitate organizational changes such as the addition of staff or realignment of functions. These services may be requested by submitting a Form 30, described above, or by sending a memorandum to either the Director, Office of Administration or the Director, Division of Facilities and Security. A member of the Space Planning Team will meet with the requesting Office and will generally begin by conducting a space requirements analysis to identify the Office's space requirements. The analysis identifies the workstation needs for each person on the staff, based on NRC's established space standards (see below), and the support space requirements for the organization, e.g., files, reception area and special equipment to be accommodated. After the space analysis is completed and the total space needs of the office are determined, space planning can be performed to allocate the assigned space to meet the needs of the office taking into consideration functional relationships and adjacencies.

NRC Space Standards		
Position	Type	Square Feet
Office Director, ES-6	Enclosed	300
Office Director, ES-5 and below Deputy Office Director, ES 6/5	Enclosed	240
Deputy Office Director, ES-4 and below Division Director Assoc. General Counsel Assistant General Counsel	Enclosed	180
Deputy Division Director Asst. Director Branch Chief Administrative Judge	Enclosed	150
Section Leader	Enclosed	100
Sr. Project Manager (GG-15) Sr. Attorney Sr. Staff Scientist Sr. Staff Engineer	Open	100
Professional (GG-13, 14, 15) Project Manager Attorney Administrative (GG-13, 14, 15)	Open	80
Professional (GG-12 and below) Administrative (GG-12 and below) Licensing Assistant	Open	64
Secretarial/Clerical Junior Administrative Intern Stay-in-School	Open	48
Contractor/Consultant	Open	28

**U.S NUCLEAR REGULATORY COMMISSION
PROJECT OFFICER AUTHORITY
ADM-04-418**

PROJECT OFFICER AUTHORITY

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

Name: William Harris
Address: 11555 Rockville Pike, Mail Stop: T7-D24, Rockville, MD 20852
Telephone Number: 301-415-8079

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) 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 contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) 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.

(f) 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 (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) 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 contract.

(h) 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.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

DR-10-04-418

§2052.215-70 Key personnel.

As prescribed at §2015.209-70(a)(1), the contracting officer shall insert in solicitations and contracts the following clause as applicable to the requirement:

Key Personnel (Jan 1993)

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



*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

<p>1. CONTRACTOR NAME AND ADDRESS</p> <p style="font-size: 1.2em; text-align: center;">TBD</p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p style="text-align: center; font-size: 1.2em;">ADM-0418</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">B. PROJECTED START DATE</td> <td style="width: 50%; text-align: center;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">03/01/2004</td> <td style="text-align: center;">07/30/2004</td> </tr> </table>	B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	03/01/2004	07/30/2004	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE					
03/01/2004	07/30/2004					

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

A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER	DATE
---	--------------------	------

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Space Utilization Assessment

5. PERFORMANCE WILL REQUIRE	A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)						
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 .	SIGNATURE	DATE
------------------	-----------	------

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

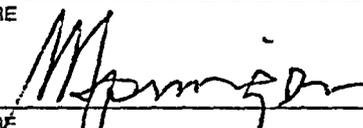
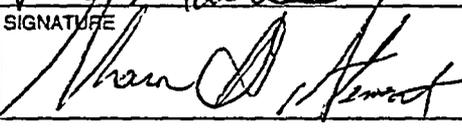
AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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 Michael Springer	SIGNATURE 	DATE 3/9/04
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas Martin	SIGNATURE 	DATE 3/11/04
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Kathryn Green	SIGNATURE 	DATE 3/16/04

REMARKS

RFQ: DR-10-04-418
2052.204-70 SECURITY

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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 contract 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 contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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.

(d) 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) 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.

(f) 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.

(g) 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.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) In performing the contract 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.

Badge Requirements for Unescorted Building Access to NRC Facilities

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). 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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with."

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC

contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract 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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/ 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 contract by reference as though fully set forth herein. Based on SB 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 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 (See Section J for List of Attachments) 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 or 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 issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or 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 contract 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/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 SB 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 II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) 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 or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no

longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Interim Approval

(a) The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," fingerprint charts, copies of the contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the contractor has found all checks acceptable, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, SB/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, SB/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SB/DFS will determine the individual's eligibility for interim access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the

employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program,

Or,

(c) The individual possesses a valid government issued clearance as verified by SB/DFS. A valid government-issued clearance is defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, SB/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SB/DFS will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by SB/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Management Directive 12.3. Based on the review of the applicant's security forms by SB/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by SB/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the

requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training."

SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

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 SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." 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 SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) 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 classified information; 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.

RFQ: DR-10-04-418
2052.204-70 SECURITY

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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 contract 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 contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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.

(d) 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) 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.

(f) 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.

(g) 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.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) In performing the contract 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.

Badge Requirements for Unescorted Building Access to NRC Facilities

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). 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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with."

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC

contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract 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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/ 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 contract by reference as though fully set forth herein. Based on SB 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 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 (See Section J for List of Attachments) 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 or 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 issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or 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 contract 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/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 SB 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 II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) 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 or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no

longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Interim Approval

(a) The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," fingerprint charts, copies of the contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the contractor has found all checks acceptable, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, SB/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, SB/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SB/DFS will determine the individual's eligibility for interim access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the

employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program,

Or,

(c) The individual possesses a valid government issued clearance as verified by SB/DFS. A valid government-issued clearance is defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, SB/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SB/DFS will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by SB/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Management Directive 12.3. Based on the review of the applicant's security forms by SB/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by SB/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the

requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training."

SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

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 SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." 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 SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) 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 classified information; 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.

**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 - T-7-D-27
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.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.