

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 27

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

BPA NO.

1. DATE OF ORDER SEP 30 2004		2. CONTRACT NO. (if any) GS35F0605L		6. SHIP TO:	
3. ORDER NO. DR-33-04-328		4. REQUISITION/REFERENCE NO. CIO-04-328 Dated 3/29/04		7. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of the Chief Information Officer	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts- CMC#1 Two White Flint North - MS T-7-I-2 Washington, DC 20555-0001				b. STREET ADDRESS ATTN: Patricia Vacherlon Mailstop: T-6-C-30	
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555-0001	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR PROSIGHT INC. DUNS# 124224119				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 1201 PENNSYLVANIA AVENUE, NW				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY WASHINGTON		e. STATE DC		f. ZIP CODE 20004	
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page \$372,184.22 B&R# 41015523340 JC# J1075 BOC# 252A APPN# 31X0200.410 OBLG.: \$340,000.00 - B&R# 41015521324 JC# J1082 BOC#253A APPN# 31X0200.410 OBLG. AMT: \$32,184.22 FFS#10470692C				10. REQUISITIONING OFFICE CIO Office of the Chief Information Officer	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE 9/30/2004-9/29/2005	
13. PLACE OF		16. DISCOUNT TERMS Net 30			
a. INSPECTION		b. ACCEPTANCE		FOR INFORMATION CALL: (No collect calls)	
		MICHAEL TURNER (301) 415-6535			

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)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the proposal of Prosight, Inc., dated July 16, 2004, as amended on September 23, 2004, which is hereby incorporated by reference and made a part hereof this delivery order, to provide the software and professional services necessary to install and implement a Portfolio Management System, as delineated in the Statement of Work. (Attachment No. 2)</p> <p>The firm-fixed price for this delivery order is \$371,219.36 as reflected under Page 15 of Attachment No. 1.</p> <p>The total estimated amount (ceiling) for the products/ services, ordered, delivered, and accepted under this delivery order for Database Administrator Support is \$37,502.00 and the amount presently obligated with respect to this order is \$964.86 as reflected under Page 15 of Attachment No. 1.</p>			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$372,184.22	SUBTOTAL
	21. MAIL INVOICE TO:							17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts							
	b. STREET ADDRESS (or P.O. Box) ATTN: DR-33-04-328 Mailstop: T-7-I-2							
	c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		372,184.22		17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

[Signature]

23. NAME (Typed)
Robert B. Webber,
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

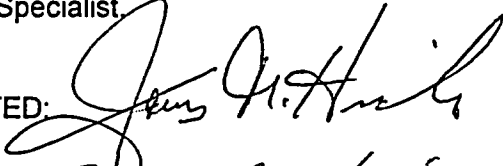
TEMPLATE - ADM001

ADM002 FORM 347 (6/95)

CONTINUATION PAGE

Please indicate your acceptance of this delivery order by having an official who is authorized to bind your organization, execute three copies of this document in the spaces provides below and return two copies to the Contract Specialist.

ACCEPTED:



NAME:

James A. Hicks

TITLE:

Vice President, Federal

DATE:

Sept 30, 2004

A.1 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Patricia Vacherlon

Address: U.S. Nuclear Regulatory Commission
OCIO/BPIAD/ADMB
Mailstop: T-6-C-30
Washington, DC 20555

Telephone Number: (301) 415-8750

(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.â€œ

(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.

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.

A.4 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

B.1 SCHEDULE OF SUPPLIES SERVICES AND PRICES/COSTS (Con't)

OPTIONAL SERVICES - BASE YEAR:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
002A	Fast Track for CPIC Budgeting - Budget Year 2007 Annual Renewal		Year		\$44,515.92
005A	Installation and Set-up of Portfolio Management System - Release 2 Including Travel and Expenses		Job		\$82,855.52
009	Base Year - On-Call Database Administrator Support		Hours		\$ 37,502.00
Subtotal:					\$164,371.44
TOTAL - BASE YEAR					\$536,092.80

OPTIONAL SERVICES: DBA SUPPORT - YEARS 1 - 4:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
010	Option Year 1 - On-Call Database Administrator Support		Hours		\$ 37,502.00
011	Option Year 2 - On-Call Database Administrator Support		Hours		\$ 37,502.00
012	Option Year 3 - On-Call Database Administrator Support		Hours	\$	\$ 37,502.00
013	Option Year 4 - On-Call Database Administrator Support		Hours	\$	\$ 37,502.00
Subtotal:					\$150,008.00

B. 1 SCHEDULE OF SUPPLIES SERVICES AND PRICES/COSTS

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
001	Server(s) (Identify model number and manufacturer)	N/A	N/A	N/A	N/A
002	Portfolio Management Software - Includes First Year Maintenance		Each		\$ 87,629.16
003	Licenses for Portfolio Management Software Users - 6 Concurrent Users - Includes One Year Maintenance		Each		\$ 19,703.64
004	Training Manuals (Softcopy)		Each	Included in CLIN 006	Included in CLIN 006
005	Installation and Set-up of Portfolio Management System - Release 1 Including Travel and Expenses		Job		\$248,566.56
006	User Training Course at NRC Site for 12 Users		Hours	\$	\$ 15,320.00
007	User Training Course for Power Users at NRC Site for 12 Users		Each	Included in CLIN 006	Included in CLIN 006
008	User Training Course for 3 System Administrators at NRC Site		Each	Included in CLIN 006	Included CLIN 006
Subtotal:					\$371,219.36

B.1 SCHEDULE OF SUPPLIES SERVICES AND PRICES/COSTS (Con't)

OPTIONAL SERVICES: MAINTENANCE - YEARS 1 - 4:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
014	Option Year 1 - Software Maintenance Support Services		Year		\$16,372.80
015	Option Year 2 - Software Maintenance Support Services		Year		\$16,372.80
016	Option Year 3 - Software Maintenance Support Services		Year		\$16,372.80
017	Option Year 4 - Software Maintenance Support Services		Year		\$16,372.80
Subtotal:					\$ 65,491.20

OPTION FOR INCREASED QUANTITIES:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
018	Fast Track for CPIC Budgeting - Budget Year 2008 Annual Renewal		Year		\$44,515.92
019	Fast Track for CPIC Budgeting - Budget Year 2009 Annual Renewal		Year		\$44,515.92
020	Fast Track for CPIC Budgeting - Budget Year 2010 Annual Renewal		Year		\$44,515.92
Subtotal:					\$133,547.76
GRAND TOTAL:					\$885,139.76

**STATEMENT OF WORK
FOR
PORTFOLIO MANAGEMENT SYSTEM
PROJECT TITLE: PORTFOLIO MANAGEMENT SYSTEM**

C.1 BACKGROUND

The NRC is required by law (Paperwork Reduction Act and the Clinger-Cohen Act) and by good business sense to maintain an inventory of IT assets including business applications systems, IT infrastructure components, and models of agency business and data. This project will support the congressional mandates, evaluate the impact of changes to the IT environment, provide a full and accurate accounting of IT investments for the agency, report to congressional oversight committees, and allow the OCIO staff to respond more promptly and accurately to program office requests for additional IT assets or modifications to existing assets.

Currently, components of the NRC's IT asset inventory are maintained in a number of Microsoft Access database tables that have been created to respond to new questions and needs for information. The Microsoft Access approach was used as a pure data collection tool, no format systems design and analysis has been applied. The data is crudely linked and formal business rules for update of data and data integrity have not been addressed. therefore, inconsistencies exist and reliability of the accuracy of the information is questionable.

Also, the Divisions within OCIO maintain multiple inventory databases operated with differing definitions and uncoordinated data update schedules. This increases the risk of providing incomplete or disparate statistics to oversight agencies such as GAO and OMB. The current Portfolio Database (PDB) relies on a paper-based form to request data changes. The design of the tables and difficulty in making changes discourages staff from suggesting updates, and prevents those updates that are proposed from being applied in a timely manner.

C.2 SCOPE OF WORK

The contractor will assist the NRC in facilitating a central tracking repository for proposed IT application systems throughout the Capital Planning and Investment Control (CPIC) process.

Provide a central database which would also prove useful to the program offices in assessing whether there are currently any systems in the agency that could respond to their needs, or that with enhancement would better serve their purpose.

Eliminate the need for manual review and analysis of current systems so that we can anticipate and quickly respond to questions and perform future analyses.

Provide baseline database information for configuration management controls and to ensure uniform system impact analyses.

Provide a Portfolio Management System that utilizes a state-of-the-art, commercial-off-the-shelf (COTS) software application to perform portfolio management tasks.

Provide a Portfolio Management System which provides timely and accurate budget and reporting information to the OMB for major acquisitions and major IT systems or projects.

C.3 CONTRACT OBJECTIVE

The Contractor shall provide software and the professional services necessary to install and implement a Portfolio Management System for the NRC. The Contractor shall deliver and install the software and provide support services for the application. The proposed solution shall utilize a commercial-of-the-shelf (COTS) software application rather than a custom built application. The contractor shall assist in upgrades of software and inform the NRC when patches or service packs are necessary to support the software upgrades.

C.4 CURRENT ENVIRONMENT

The current NRC operating environment is as follows:

- NT 4.0 Server with Service Pack 3 and some post SP3 updates.
- NT 4.0 Client with Service Pack 3 and some post SP3 updates.
- Future (end of the year 2004) Microsoft XP Professional Server and Client.

C.5 CONTRACTOR FURNISHED ITEMS

The contractor shall provide and install copies of the Portfolio Management System software. The contractor shall procure/provide a copy/copies of the necessary software for this project. This will include licensing for six users and one year of maintenance, with four one-year option years of maintenance.

The contractor shall ensure the operational readiness of the Portfolio Management System software at the completion of installation and configuration. Proof of operational readiness shall be tested by using the system to enter system data, generate summary status in a graphical display (GUI screen display), and generate a report in the OMB, standard report format, and ad-hoc format to assure that the software performs the tasks as described above.

The contractor shall provide a Database Administrator during installation and during acceptance testing of the software. The Database Administrator will maintain the Portfolio Management System and provide additional support for the OCIO staff, such as answering questions on how a particular function of the software works or assisting in minor changes to the software or database. The database administrator shall be available full time for three days after implementation of the software, and thereafter support shall be on an as-needed basis.

The Contractor shall provide written documentation of the system. This will include all software manuals supplied by the software manufacturer and any special configuration required during installation or both the hardware and software. Other documentation shall focus on setting up access levels, changing forms reports or screens that are necessary for operation.

Upon completion of the installation of an operational system, the contractor shall provide training on the system to identified NRC/OCIO users. The training will be limited to six users. User training shall cover system operation and integration with other system software.

C.6 SOFTWARE REQUIREMENTS

(1) General Software Functionality

- a. User interface and it's hureisitcs.
- b. Ability to manually override auto-data fields.
- c. Ability to generate reports from drop down menus, or other interfaces.
- d. Maintenance capabilities that allow users to perform minor maintenance.
- e. Ability to produce correspondence to requesters.
- f. Ability to run period reports.
- g. Extent to which data validation rules are present.
- h. Ability to run the COTS product with WordPerfect, GroupWise and ADAMS open on the laptop while the PMS software is running.
- i. Ability to open the PMS software while WordPerfect, GroupWise and ADAMS are open on the laptop.

(2) Detailed Functional Requirements

- a. Shall identify the sponsoring NRC office(s), the business and technical project managers for each project, the total allocated cost of the project, all key project milestones and schedule tasks, and the key project decision points.
- b. Shall allow a "health score" to be entered.
- c. Shall provide the ability to identify potential resources, their availability, allocation or one or a number of projects, resource leveling across all projects, and actual usage.
- d. Shall provide the detailed definition of the tasks for attributes including Task ID, Fixed Cost, Fixed Cost Accrual, Total Cost, Baseline Cost, Cost Variance, Actual Cost and Remaining Budge Cost.
- e. Shall calculate and provide the rate of expenditure for the project.
- f. Shall calculate and provide the earned value for the project.
- g. Shall provide status reviewing and reporting capabilities based on some predefined goals and criteria, such as software being used, hardware needed, cost, managing status. priorities, resources, time constraints, and current strategies.
- h. Shall be able to measure and report status on any or all tasks and maintain milestones.
- i. Shall provide management of individual projects at an oversight level.
- j. Shall have the ability to conduct work load management including level of involvement, work load balancing and complexity.
- k.. Shall have capability to provide OMB 53 and 300 reports, or capability of printing out data in xml format.
- l. Shall send a notification to the Project Manager once actual costs reach funded amount.
- m. Shall allow user to pull data on hardware needed for the system at the model, version, and service pack level.
- n. Shall have the ability to track system requirements for all projects from development through to production, including such things as the operating system and location the application is housed, and what other applications it may be using, titles, dates and versions.
- o. Shall provide a notification/alert when a project is in trouble, either financially or time wise, and should be shut down and reassessed.

- p. Shall provide a report listing all projects, past and present, as well as their current statuses.
- q. Shall provide a method for tracking money aging on old/new projects and effectiveness of the money.
- r. Shall provide the ability to map project results back to original requirements.

(3) System Requirements

- a. Shall allow the application to run on either Windows 2000 or Windows XP platform.
- b. Shall allow for the sharing of data across teams.
- c. Shall allow enterprise data (from the System Architecture db) to be imported onto OMB 300 fields in the Portfolio Management System.
- d. Shall allow for importing of Project Plans created in Microsoft Project.
- e. Shall use a tool that establishes approx. five success criteria that can be changed, viewed, and drilled down to see different variables, which can also be changed.
- f. Shall be able to facilitate the roll-up and summarization of tasks, including the ability to manage and maintain predecessor-successor relationships between varying tasks throughout the process.

(4) Performance Criteria

- a. Demonstrate the application open within 10 seconds.
- b. File saves within 10 seconds.

(5) Constraints

Shall allow all values being tracked to be mapped back to the Agency's Performance measures.

C.7 GOVERNMENT FURNISHED ITEMS

The NRC will provide all necessary hardware and the Operating System as specified by the Contractor.

C.8 DELIVERABLES

Deliverables shall include the following:

HARDWARE

Servers (manufacturer and number of servers to be determined by the contractor).

SOFTWARE

Copies of the Portfolio Management System software and licenses for 6 concurrent users.

DOCUMENTATION

Written user training guides

Written and electronic copies of system configuration/set-up documentation.

Written and electronic copies of system documentation.

TRAINING

User Training.

Written and electronic copies of user training material.

MAINTENANCE

Maintenance, system administration, tuning and support of the Portfolio Management System software.

C.9 DELIVERY SCHEDULE

DELIVERABLES	DUE DATE
Kick-off Meeting	2 working days after contract award
Implementation Plan	2 working days after kick-off meeting
Installation and set-up Includes delivery of servers, software and licenses	Begin: 5 working days after Kick-off meeting Completed: No later than 30 calendar days after kick-off meeting.
All written documentation	On the day of implementation
User Training	Begin: 5 working days after Installation and set-up Completed: 10 working days after installation and setup is completed
Maintenance	On the day of implementation

C.10 SOFTWARE PERFORMANCE

The software furnished shall conform to and perform in accordance with the functional descriptions set forth in Section 6 above, Contractor's functional description, literature, and Contractor's proposal data.

C.11 ACCEPTANCE

Equipment and software must operate in accordance with the manufacturer's specifications. The Government should give notice to the contractor of acceptance within 30 days from receipt of the deliverable. The Government is relieved of all risk of loss or damage prior to acceptance.

C.12 PERIOD OF PERFORMANCE

The period of performance for this contract shall commence on September 30, 2004 and will expire on September 29, 2005. The term of this contract for renewal of maintenance may be extended at the option of the Government for an additional four one-year periods.

C.13 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.

C.14 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 MD 12.1, "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 unclassified Safeguards 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.

C.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

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

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

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 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."

C.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

C.17 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.18 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

C.19 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

C.20 52.204-7 CENTRAL CONTRACTOR REGISTRATION)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

C.21 CONSIDERATION AND OBLIGATION - FIRM-FIXED PRICE

The firm-fixed price of this contract for is \$371,219.36.

C.22 CONSIDERATION AND OBLIGATION - DELIVERY ORDERS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this delivery order for Database Administrator Support is \$37,502.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this contract for Database Administrator Support is \$964.86. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

C. 23 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C.24 BILLING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the

contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

Supersession: These instructions supersede any previous billing instructions.

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

1. CONTRACTOR NAME AND ADDRESS

To be determined

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

B. PROJECTED
START DATE

C. PROJECTED
COMPLETION DATE

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Portfolio Management System: Project to acquire a portfolio management system application to help the NRC manage IT projects and report Earned Value metrics to OMB.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



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



3. GENERATION OF CLASSIFIED MATTER.



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



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



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

8. 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

Myron Kemerer
Chief, ADMB

SIGNATURE



DATE

6/30/04

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)

☒

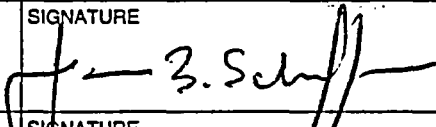


CONTRACTOR (Item 1)

☐

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	SIGNATURE	DATE
James Schaeffer OCIO/BPIAD		6/30/04
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
T.O. MARTIN ADM/DFS		7/15/04
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Kathryn D. Greene		7/20/04

REMARKS