ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO. NRC-33-01-182

1. DATE OF ORDER: 12/27/05
2. CONTRACT NO. (If any): GS35F4524G
3. ORDER NO.: 002 MODIFICATION NO.:
4. REQUISITION/REFERENCE NO.: CIO053902 DTD 11/10/05 CIO05390 DTD 7/28/05

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Division of Contracts - CMB3
ATTN: Michael Turner
Mail Stop T-7-I-2
Washington, DC 20555-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: ATTN: David Carter
Office of Information Services - T-6E80P
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555-0001
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: OAO CORPORATION
b. COMPANY NAME:
c. STREET ADDRESS: 7375 EXECUTIVE PLACE
d. CITY: SEABROOK
e. STATE: MD
f. ZIP CODE: 207062278

8. TYPE OF ORDER
[ ] a. PURCHASE — Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY — 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.

9. ACCOUNTING AND APPROPRIATION DATA
See Block 9 for Accounting and Appropriation Data

10. REQUISITIONING OFFICE CIO
David Carter (301) 415-7223

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

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The U.S. Nuclear Regulatory Commission hereby accepts OAO Corporation's (OAO) offer dated October 6, 2005, for the services entitled, "Business, Technical, and Operations Process Reviews for the Electronic Information Exchange System," in accordance with the enclosed Statement of work and the prices set forth in the price schedule of this order. The ceiling amount of this order is $302,006.66. Accounting an Appropriation Data: B&R: 61C-15-300-329 JCN: J1226 BOC: 252A APPN: 31N0200.610 FFS Commit: 10670584C Obligation Amount: $293,053.00 B&R: 61C-15-300-329 JCN: J1226 BOC: 252A APPN: 31X0200.610 FFS Commit: 10670542 Obligation Amount: $8,953.66 Contractor DUNS#: 074830209 Period of Performance: January 1, 2006 - April 30, 2006					

SEE BILLING INSTRUCTIONS ON REVERSE

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

21. MAIL INVOICE TO.
a. NAME: U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7-I-2
b. STREET ADDRESS (or P.O. Box): ATTN: NRC-33-01-182-002
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555-0001

17(h) TOTAL (Cont. pages): $302,006.66

17(i). GRAND TOTAL: 302,006.66

22. UNITED STATES OF AMERICA BY (Signature): Valerie M. Whipple

23. NAME (Typed): Valerie M. Whipple, Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

NRC-33-01-182-002

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 provided below and return two copies to the Contract Specialist. You should retain the third copy for your records.

ACCEPTED:

Jenny L. Bakard
NAME

Contracts Administrator
TITLE

12/29/05
DATE

A.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.216-18	ORDERING	OCT 1995
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2005
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.242-15	STOP-WORK ORDER	AUG 1989

A.2 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.3 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.

A.4 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause,

"Controlled substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

BUSINESS, TECHNICAL, AND OPERATIONS PROCESS REVIEWS FOR THE ELECTRONIC INFORMATION EXCHANGE SYSTEM U.S. NUCLEAR REGULATORY COMMISSION OFFICE OF INFORMATION SERVICES

C.1 INTRODUCTION

The Office of Information Services (OIS) of the U.S. Nuclear Regulatory Commission (NRC) require architectural development and software enhancement services for the NRC Electronic Information Exchange (EIE) system.

C.2 BACKGROUND

The NRC's mission is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. In support of this mission, the NRC's utilizes an Electronic Information Exchange (EIE) System. The NRC Office of Information Services (OIS), exercises responsibility for the EIE System.

The current EIE system supports the electronic submission of digitally signed and authenticated documents to the NRC via a forms-driven interface accessible on the NRC website at (http://www.nrc.gov). Submitted documents are temporarily stored for 14 days in the database before being purged on the Electronic Information Exchange (EIE) server until retrieved by an automated process, running on a dedicated workstation (DPC) attached to the NRC internal network, hourly. Retrieved documents are moved to a Novell server and then uploaded to the Agency-wide Documents Access and Management System (ADAMS) by DPC personnel. The current EIE system allows the NRC to exchange materials related to official agency business with its customers and other Federal agencies across the Internet. In its current environment, the EIE system uses a public key infrastructure and digital signature technology to validate documents, authenticate the person submitting the information, encrypt submitted data for storage in the database, and decrypt stored data during retrieval from the database.

The EIE system is categorized as a General Support System and is in the Operational stage of its life cycle support. At present, two applications are in the pilot phase. The first application which the EIE System supports is the Adjudicatory Pilot, which is a test of the use of the EIE System to transmit documents submitted pursuant to Title 10 Code of Federal Regulations (CFR) Part 50 - Domestic Licensing of Production and Utilization Facilities. In addition, a limited number of individuals are authorized for Part 40 - Domestic Licensing of Source Material, and Part 70 - Domestic Licensing of Special Nuclear Material electronic document submissions. Please refer to http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?&c=ecfr&tpl=/ecfrbrowse/Title10/10tab_02.tpl for additional details. The second application, which the EIE System supports is the Criminal History EIE Application. This is a test of the use

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NRC-33-01-182-002
SECTION B -SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

BUSINESS, TECHNICAL, AND OPERATIONS PROCESS REVIEWS FOR THE ELECTRONIC INFORMATION EXCHANGE SYSTEM U.S. NUCLEAR REGULATORY COMMISSION OFFICE OF INFORMATION SERVICES

B.2 BRIEF DESCRIPTION OF WORK

(a) Brief description of work:

The U.S. Nuclear Regulatory Commission requires contractor support to provide: (1) define the current version 2.3 of EIE Business, Technical, and Operational Procedures; and (2) Load Test the EIE.; and perform assigned High Level Waste (HLW) related software related change requests.

(b) Only Contracting Officers of the NRC or other individuals specifically authorized under this delivery order may authorize the initiation of work under this delivery order. The provisions of this delivery order shall govern all required work hereunder.

B.3 SCHEDULE

The Contractor shall provide architectural development and software enhancement services for the NRC Electronic Information Exchange (EIE) system in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the deliver order period of performance at the rates as set forth below.

CLIN/Labor Category	Labor Rate	Estimated Hours	Estimated amount
20 -Project Manager	[redacted]	[redacted]	$40,560.00
100 -Senior Information Engineer	[redacted]	[redacted]	$4,533.90
110 -Senior Functional Analyst	[redacted]	[redacted]	$124,761.60
130 -System Analyst 5	[redacted]	[redacted]	$19,647.50

710 -Documentation Coordinator	[redacted]	[redacted]	$63,533.60
700- Documentation Specialist	[redacted]	[redacted]	$3,584.00
730 - Technical Expert -Level 3	[redacted]	[redacted]	$27,360.00
740 - Technical Expert -Level 2	[redacted]	[redacted]	$17,920.00
Subtotal labor		[redacted]	$301,900.60
Travel (Cost Reimbursable)			$106.06
Total			$302,006.66

B.4 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract(ceiling) for the products/services ordered, delivered, and accepted under this contract is $302,006.66. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is $302,006.66. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

BUSINESS, TECHNICAL, AND OPERATIONS PROCESS REVIEWS FOR THE ELECTRONIC INFORMATION EXCHANGE SYSTEM U.S. NUCLEAR REGULATORY COMMISSION OFFICE OF INFORMATION SERVICES

C.1 INTRODUCTION

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of the EIE System to transmit requests for criminal history checks on individuals who will be working at U.S. nuclear facilities. Information on individuals' applications are transmitted from nuclear facilities to NRC's security organization, which retransmits it to the U.S. Federal Bureau of Investigation (FBI). The FBI responses are electronically transmitted to NRC's security organization, which retransmits the FBI responses to the nuclear facilities.

C.3 SYSTEM DESCRIPTION

The current EIE uses eight (8) servers. Four web servers are located in the De-Militarized Zone (DMZ) and four Database servers are located behind the firewall. The latest contingency test identified weaknesses that require remediation. Those components shall be one production EIE Web Server, one EIE Web Server (Hot Spare), one EIE production Database Server, one EIE Database Server (Hot Spare), and one Document Processing Center (DPC) Work Station (WS).

C.4 OBJECTIVE

The Contractor shall provide all necessary personnel and required in support of the tasks outlined in this statement of work. Specifically, the contractor shall be required to: (1) define the current version 2.3 of EIE Business, Technical, and Operational Procedures; and (2) Load Test the EIE.; and perform assigned High Level Waste (HLW) related software related change requests.

C.5 SCOPE OF WORK

C.5.1 Task 1: Define ~~of~~ the Current Version 2.3 of EIE Business, Technical, and Operational Procedures

The contractor shall:

A. Validate the High Level Waste Code of Federal Regulations (CFR) Section 10, Part 2, subpart J and CFR Section 10 Part 63 and as well as other HLW related EIE components (General Forms and Criminal History) current and documented business, technical, and operational procedures to the existing EIE business cases;

B. Document a gap analysis (if any) between the HLW and other EIE component business, technical, and operational procedures to the EIE business cases;

C. Update all HLW and other HLW related EIE components business, technical and operational written procedures.

Task 1 Deliverables:

The following deliverables shall be submitted in support of the work associated under Task 1 by the established due date reflected below:

A. Working papers that describe the validation and/or matching of the HLW and other HLW related EIE components current business, technical, and operational procedures to the current EIE business cases within 20 working days after award of the delivery order. At a minimum, the report shall include:

B. Report in tabular format that lists each current EIE business case procedure against each current EIE HLW and related components business, technical, and operational written procedure within 40 working days after task award of the delivery order.

C. An updated set of EIE HLW and related components business, technical, and operational written procedures based upon the findings and outputs of the prior two deliverables within 80 days of task award of the delivery order.

C.5.2 Task 2 Load Test the EIE System

The contractor shall perform a system load test of the current EIE system configuration.

Task 2 Deliverables:

The following deliverable shall be submitted in support of the work associated under Task 2 by the established due date reflected below: The following list of deliverables shall result during completion of this request

Detailed system performance and capacity EIE system statistics within 60 days of award of the delivery order.

C.5.3 Task 3 Perform HLW related Software Engineering

Task 3.1 Develop HLW related EIE Requirements - Elaboration/Inception/Construction

Requirement –
- The contractor shall maintain the current set of EIE requirements.

- The contractor shall ensure that each EIE CR is covered by an existing requirement or a new requirement is generated from an EIE CR.
- The contractor shall ensure that each EIE requirement is testable.
- The contractor shall ensure that each EIE requirement is aligned with an EIE use case.
- The contractor shall ensure that all EIE requirements are entered into the EIE RequistePro repository.

Deliverables –
- Testable requirements that reflect the substance of each EIE CR.
- Traceable EIE requirements from the EIE CRs in the EIE ClearQuest repository to the EIE RequistePro repository and finally in the EIE source code and accompanying documentation in the EIE ClearCase repository.

o Task 3.2.Develop HLW relatdted EIE Design – Inception/Construction
Requirement –
- The contractor shall maintain the current EIE design.
- The contractor shall ensure that the EIE design is an accurate reflection of the summation of the EIE requirement set.
- The contractor shall ensure that the EIE design set is entered into the EIE ClearCase

repository.

Deliverables –

- A current EIE design document for each EIE requirement set housed in the EIE RequistePro repository.
- All EIE design documents in the EIE ClearCase repository.

o Task 3.3 Develop HLW related EIE Source Code – Construction

Requirement –

- The contractor shall maintain the EIE code set.
- The contractor shall modify existing EIE code based upon new or modified EIE requirement(s) and/or design documents.
- The contractor shall create new EIE code based upon a new EIE requirement and design set.
- The contractor shall ensure that all EIE code is placed in the EIE ClearCase repository.

Deliverables –

- An accurate base-lined set of EIE code in the EIE ClearCase repository.
- Testable source code that reflects the information contained in associated CRs , requirement, and design sets.

o Task 3.4 Performs HLW related EIE Test Management Activities Elaboration/Inception/Construction

Requirement –

- The contractor shall maintain the EIE Test activity.
- The contractor shall develop a test script for each EIE requirement of requirement management set.
- The contractor shall conduct a unit test for each changed, modified, or new code set in accordance with the accepted test script written from the associated requirement(s). This unit test shall be conducted in the NRC Test and Acceptance (TA) Facility.
- The contractor shall conduct regression test for each changed, modified, or new code set in accordance with the accepted test scrip written from the associated requirement(s).
- The contractor shall conduct a user acceptance test for changed, modified, or new code set in accordance with the accepted test scrip written from the associated requirement(s).
- The contractor shall enter all test results into the EIE ClearCase repository.

Deliverables –

- A test script for each EIE requirement generated from an EIE CR.
- Documented unit test results placed into the EIE ClearCase repository.
- Documented regression test results placed into the EIE ClearCase repository.
- Documented user acceptance test results placed into the EIE ClearCase repository.

C.5.4 FORMAT FOR SUBMISSION OF DELIVERABLES

The contractor shall deliver the draft and final documents in electronic format in Microsoft Office Word 2000 or higher on CD-ROM.

C.5.5 Review of the Deliverables

The NRC shall have ten (10) work days to review draft deliverables. The NRC shall make changes electronically to all draft documents utilizing the "track changes" function in Microsoft Word 2000 or higher. If the NRC requires changes, the contractor shall be notified and shall have five (5) work days to make appropriate revisions and provide final deliverables. All

deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and financial terms shall be clearly defined to be understood by all readers. All final deliverable products will be approved in writing, with a copy to the NRC Contracting Officer, by the NRC Project Officer with two days of receipt.

C.5.6 MEETINGS

The contractor shall attend a kick-off meeting at NRC Headquarters located in Rockville, Maryland with the Project Officer, NRC Task Manager, and other NRC representatives within five (5) working days after award of the delivery order. During this meeting, discussions shall include the PMM phases and corresponding deliverables as identified in Section 5.0 - Scope of Work. Internal NRC documents will be provided to the contractor by the Project Officer during this meeting.

C.5.7 Schedule of Deliverables

Item	Description	Due
1	Kick Off Meeting	5 work days after contract award

Item	Name	Due Date
2	Working Papers	20 working days after task award
3	Gap Analysis	40 working days after task award
4	Updated business, technical, and operational written procedures	80 working days after task award

Item	Name	Due Date
5	Performance and Capacity Statistics	60 working days after task award

C.6 Other Requirements

Work for this delivery order shall be performed at the contractor's site. The contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements. The Contractor shall be available during the core hours of 9 a.m. – 3:30 p.m., EST. All regression testing and user acceptance testing shall occur on the government's site in the NRC Consolidated Test Facility housed in 11545 Rockville Pike, Rockville, MD 20852.

C.6.1 PERSONNEL

The contractor shall provide personnel with the requisite experience and knowledge of independent verification and validation support activities to include evaluating system and design requirements, reviewing test planning, and evaluating testing.

C.6.2 2052.215-70 Key personnel.

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

NAME*	TITLE
Ed Rosen	Project Manager
Tammy Hoover	Senior Process Analyst
Tom Ryan	HLW Process Analyst
David Fran	Software Engineer
Johnson Awumah	Software Engineer
Tariq Bhatti	Software Engineer
Mary Lomke	Documentation Specialist
Christine Curtis	Documentation Specialist

*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.

C.6.3 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The work performed under this contract will be IT Level I and the deliverables associated with the completion of the work outlined in this SOW will be IT Level I. The contractor personnel must have security clearances in place at the level specified for the work and the deliverables. All NRC badges issued to the contractor for the purposes of performing work under this contract shall be returned to the NRC at the completion of the contract.

C.6.4 SECURITY REQUIREMENTS

C.6.4.1 - 2052.204-70 SECURITY (March 2004)

(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 sensitive unclassified information (e.g., Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports,

financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor 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.

C.6.4.2 Badge Requirements for Unescorted Building Access to NRC Facilities (February 2004)

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.6.4.3 - SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (February 2004)

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.

C.6.4.4 - 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.

C.6.4.4.1 - 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.

C.6.4.4.2 - 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.

C.6.4.4.3 - 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.7 SAFEGUARD OF INFORMATION

In connection with the performance of the work under this delivery order, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub.L. 93-579) or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this delivery order. 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 delivery order.

C.8 WORK PLAN

The contractor shall develop a project plan to include a proposed work schedule showing milestones, critical activities and dependencies for the completion of work.

C.9 ADDITIONAL REPORTING REQUIREMENTS

Status Report

The contractor shall provide a monthly Status Report to the Contracting Officer, the Project Officer, and the Task Manager or designated representative. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the delivery order number, appropriate financial tracking code specified by the NRC Project Officer or Task Manager, the delivery order period of performance, and the period covered by the report. Each report shall include the following:

- A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a delivery order modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact;
- A summary of progress to date; and

- Plans for the next reporting period.

Financial Status Report

The Contractor shall provide a monthly Financial Status Report (FSR) to the Contracting Officer and Project Officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the delivery order number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Contracting Officer and/or the NRC Project Officer for delivery order period of performance, and the period covered by the report. Each report shall include the following information for each discrete task:

(a) Total estimated delivery order amount.
(b) Total funds obligated to date.
(c) Total costs incurred this reporting period.
(d) Total costs incurred to date.
(e) Detail of all direct and indirect costs incurred during the reporting period for the entire delivery order or each task, if it is a task ordering contract.
(f) Balance of obligations remaining.
(g) Balance of funds required to complete the delivery order.

C.10 GOVERNMENT FURNISHED PROPERTY

When the contractor needs to work on-site, the NRC will provide on-site space for one contractor. Government-furnished equipment on-site shall include a desktop for the on-site employee for general office use with, telephone, web access, all required servers, all required network and infrastructure items required for performance of the tasks in the Statement of Work.

C.11 GOVERNMENT FURNISHED INFORMATION

To facilitate the work to be performed under this order when awarded, the NRC will , upon request, provide the contractor with any and all materials documenting current application systems, processes, requirements and access to Government personnel as required.

C.12 TRAVEL

The Government will reimburse the contractor for any travel costs associated with this order. The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.

C.13 PERIOD OF PERFORMANCE

The period of performance of this delivery order is January 1, 2006 - April 30, 2006.

C.14 PROPRIETARY INFORMATION

All information and documents made available to the contractor during the course of this contract are deemed for official use only and shall not be released, disclosed, or copied without the prior written approval of the NRC Project Officer.

C.15 PROJECT OFFICER

The designated Project Officer for this work is:

Name: David F. Carter
Address: U.S. Nuclear Regulatory Commission
Mail-stop: T-6E80P
Washington, DC 20555-0001
Telephone Numbers: (301) 415-7223
E-mail address: dfc@nrc.gov

(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.

C.16 BILLING INSTRUCTIONS

General: 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 $5,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
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: U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9H4
Washington, DC 20555

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

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number and delivery order number.

2. Sequential voucher/invoice number.

3. Date of voucher/invoice.

4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.

5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

   For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	$3,500.00	500	$17,500.00
Engineer	100	25.00	$2,500.00	100	$2,500.00
Totals:			$6,000.00		$20,000.00

   Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. 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.

7. Weight and zone of shipment, if shipped by parcel post.

8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

Start Date	Destination	Costs
From:	From:	
To:	To:	$

Provide supporting documentation (receipts) for travel expenditures in excess of $75.00 in an attachment to the invoice/voucher.

Billing of Co st After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION 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 order may not exceed the total U.S. dollars authorized under the order.

ATTACHMENT LIST

Number	Title
1	NRC Form 187 - Contract Security and/or Classification Requirements (To be provided Later)

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

TBD RFQ Due 10/06/2005

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
10/15/2005	01/15/2006

2. TYPE OF SUBMISSION

- [x] 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
[x]		

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Electronic Information Exchange

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	[x]	[ ]	[ ]	[ ]	[ ]
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	[x]	[ ]	[ ]	[ ]	[ ]
3. GENERATION OF CLASSIFIED MATTER.	[x]	[ ]	[ ]	[ ]	[ ]
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	[x]	[ ]	[ ]	[ ]	[ ]
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	[x]	[ ]	[ ]	[ ]	[ ]
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	[x]	[ ]	[ ]	[ ]	[ ]
7. OTHER (Specify)	[x]	[ ]	[ ]	[ ]	[ ]

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [x] NO

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

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] 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
David F. Carter Sr. Project Manager		9/30/05

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)
- [x] DIVISION OF FACILITIES AND SECURITY

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

- [x] SPONSORING NRC OFFICE OR DIVISION (Item 10A)
- [x] DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
- [x] DIVISION OF FACILITIES AND SECURITY (Item 10B)
- [x] 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 Reginald W. Mitchell, Director BPIAD	SIGNATURE	DATE 9/30/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon Stewart, Director Division of Facilities and Security	SIGNATURE	DATE 11/23/05
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Robert Weber ~~Mary Lynn Scott, Director of Division of Contracts~~	SIGNATURE	DATE 11/23/05

REMARKS