

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 33
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-06-397		3. EFFECTIVE DATE October 1, 2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HR-06-397 - 7/26/06	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Contract Management Branch No. 1 Washington DC 20555	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  FOCALPOINT CONSULTING GROUP, LLC  2311 HENSLOWE DR  POTOMAC MD 208542951		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		
		9. DISCOUNT FOR PROMPT PAYMENT  Net 30 days		
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 6	

CODE DUN 129307158	FACILITY CODE	11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Human Resources 11545 Rockville Pike Mail Stop T-3-D-45 Washington DC 20555			CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-38-06-397  Washington DC 20555	CODE	3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)		14. ACCOUNTING AND APPROPRIATION DATA 6-8415-5C1337 P8405 252A 31X0200 Obligate: \$205,387.00		
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall perform the requirements outlined in the statement of work entitled, "Office of Human Resources Process Documentation Project" at the rates outlined in the schedule of items and prices (see Section B.)				

15G. TOTAL AMOUNT OF CONTRACT

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) W. Eric Moore, Partner	20A. NAME OF CONTRACTING OFFICER Carolyn A. Cooper Contracting Officer
19B. NAME OF CONTRACTOR BY W. Eric Moore (Signature of person authorized to sign)	19C. DATE SIGNED 9/29/2006
20B. UNITED STATES OF AMERICA BY Carolyn A. Cooper (Signature of Contracting Officer)	20C. DATE SIGNED 9/29/2006

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

"Office of Human Resources Process Documentation Project"

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)**

(a) Brief description of work:

The contractor shall provide support in developing a template for the major work processes within the Office of Human Resources. The contractor shall populate the standard template using one process. The template shall cover the expectations, roles and responsibilities, business flow using graphical depiction, cycle times, performance measures (quantity, timeliness, and quality measures), business issues (if any) and milestones.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

**B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$208,024.34. 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 205,387.00. 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.

**B.4 SCHEDULE OF ITEMS AND PRICES**

**TASK 4.1 DEVELOP PROJECT PLAN**

LABOR CATEGORY	HOURS	HOURLY RATE	TOTAL
Senior Manager	[REDACTED]	[REDACTED]	\$1,607.46
Senior Consultant	[REDACTED]	[REDACTED]	\$2,103.48
Associate	[REDACTED]	[REDACTED]	\$00.00
TOTAL	[REDACTED]	[REDACTED]	\$3,737.94

**TASK 4.2 DEVELOP DRAFT TEMPLATE**

LABOR CATEGORY	HOURS	HOURLY RATE	TOTAL
Senior Manager	[REDACTED]	[REDACTED]	\$2,679.10
Senior Consultant	[REDACTED]	[REDACTED]	\$5,681.28
Associate	[REDACTED]	[REDACTED]	\$00.00
TOTAL	[REDACTED]	[REDACTED]	\$8,360.38

**TASK 4.3 DEVELOP FINAL TEMPLATE**

LABOR CATEGORY	HOURS	HOURLY RATE	TOTAL
Senior Manager	[REDACTED]	[REDACTED]	\$1,071.64
Senior Consultant	[REDACTED]	[REDACTED]	\$1,420.32
Associate	[REDACTED]	[REDACTED]	\$ 526.64
TOTAL	[REDACTED]	[REDACTED]	\$3,018.60

**TASK 4.4 COMPLETE UP TO 29 PROCESSES**

LABOR CATEGORY	HOURS	HOURLY RATE	TOTAL
Senior Manager	[REDACTED]	[REDACTED]	\$ 15,538.78
Senior Consultant	[REDACTED]	[REDACTED]	\$154,459.80
Associate	[REDACTED]	[REDACTED]	\$ 22,908.84
TOTAL	[REDACTED]	[REDACTED]	\$192,907.42

**GRAND TOTAL ALL TASKS**

**\$208,024.34**

**SECTION C - DESCRIPTION /SPECIFICATIONS/STATEMENT OF WORK****OFFICE OF HUMAN RESOURCES**  
**PROCESS DOCUMENTATION PROJECT****1. BACKGROUND**

The United States Nuclear Regulatory Commission (NRC), Office of Human Resources (HR), provides overall leadership and management of agency human capital planning, policy, and program development, leads in the development of the agency's strategic human capital plan, and develops and implements the HR strategic plan, performance plan, and operating plan consistent with agency-wide programmatic goals and objectives. HR assists and advises NRC management in the planning and implementation of human capital goals consistent with the agency's policies and mission, establishes accountability for achievement of human capital goals; monitors performance and provides feedback, delivers human resources services in support of NRC's strategic management of human capital, and plans and implements NRC policies, programs, and services to provide for employment services and operations, training, employee and labor relations, organizational development, and workforce information and analysis. HR also administers and manages the NRC work life services and occupational safety and health programs.

HR is organized into ten organizational units, which carry out the above responsibilities: Office of the Director (OD); Human Resources Training and Development (HRTD); Professional Development and Knowledge Management (PDKM); Reactor Technology Training (RTT); Technical Support Team (TST); Specialized Technical Training (STT); Human Resources Policy and Programs Team (HRPP); Organization and Labor Relations (OLR); Workforce Planning and Information Management (WPIM); and Human Resources Services and Operations (HRSO). The following is a description of the activities performed in each organizational unit:

**OD:** Provides overall leadership and management of agency human capital planning and human resources (HR) planning, policy, and program development. Leads in the development of the agency's strategic human capital plan. Develops and implements the HR strategic plan, performance plan, and operating plan consistent with agency-wide programmatic goals and objectives. Assists and advises NRC management in the planning and implementation of human capital goals consistent with agency policies and mission. Establishes accountability for achievement of human capital goals; monitors performance and provides feedback. Delivers human resources services in support of NRC's strategic management of human capital. Plans and implements NRC policies, programs, and services to provide for employment services and operations, training, employee and labor relations, organizational development, and workforce information and analysis. Administers and manages the NRC work life services and occupational safety and health programs, including oversight of the workers' compensation and employee assistance programs, and the headquarters child care facility, health unit, and fitness center.

Provides advice and support for the planning, development, implementation, oversight, and evaluation of HR information systems. Conducts formulation, justification, and execution activities for agency human capital budget and for human resources office budget.

**HRTD:** Manages agency-wide training and development policies and programs designed to establish, maintain, and enhance the skills employees need to perform their current jobs effectively and to meet the future skill needs of the agency. In consultation with the NRC headquarters offices and regions, coordinates policy development and provides regulatory, technical, and professional training to meet agency needs defined by formal NRC staff qualification and training programs. Leads agency efforts in knowledge management. Develops, implements, and evaluates formal training and development programs that support human capital goals, e.g., Nuclear Safety Professional Development Program, Undergraduate and Graduate Fellowship Programs, Leadership Potential Program, Senior Executive Service Candidate Development Program. Develops new courses and modifies existing courses to meet new or changing needs identified by the NRC line organization or required by statute. Establishes and maintains an integrated budget of all agency training-related activities. Facilitates employee development through individual training opportunities. Manages the Technical Training Center, Professional Development Center, and Individualized Learning Center facilities and associated capital assets. Provides technical assistance in areas of expertise to NRC programs and provides systematic training development assistance to offices and regions. Provides limited technical training assistance to foreign regulatory counterparts.

**PDKM:** Designs, develops, maintains, improves, and implements agency professional training in such areas as communications, computer applications, equal employment opportunity, management and supervision, acquisition, and financial management. Manages the operation of the Professional Development Center and Individualized Learning Center. Develops, manages, and evaluates formal training and development programs that support human capital goals, e.g., Nuclear Safety Professional Development Program, Undergraduate and Graduate Fellowship Programs, Leadership Potential Program, Senior Executive Service Candidate Development Program. Develops new courses and modifies existing courses to meet new or changing needs. Leads and coordinates research, analysis, development, and implementation of NRC knowledge management activities to maintain agency core competencies and support the needs of the program offices and regions. Establishes and manages interagency agreements and commercial contracts to satisfy NRC professional development and knowledge management needs.

**RTT:** Manages the day-to-day operation of the Technical Training Center. Manages the NRC reactor technology training program. Provides reactor technology, engineering support, and regulatory skills training to meet the training needs identified by formal NRC staff qualification and training programs. Designs, develops, maintains, improves, and implements a reactor technology curriculum in each of the General Electric, Westinghouse, Combustion Engineering, and Babcock and Wilcox reactor vendor designs based on integrated agency needs. Provides a spectrum of classroom and full scope simulator courses to meet the cumulative reactor

technology and regulatory skills training needs of the NRC staff. Provides training to develop and maintain agency skills related to performance-based regulatory safety assessment of control room configuration, integrated plant operation, and application of emergency operating procedures, severe accident guidelines, and emergency procedure guidelines. Develops new courses and modifies existing courses to meet new or changing needs.

**TST:** Manages the reactor technical training full-scope simulation program to meet training needs defined by formal NRC staff qualification and training programs. Manages administrative and technical support for the NRC reactor technology and specialized technical training programs. Manages administrative aspects of the Technical Training Center facilities including building security, facility management, administrative funds control, property management and control, and support for the local area network and all associated information technology infrastructure. Manages development and implementation of the agency learning management system and all related web pages. Establishes and manages interagency agreements and commercial contracts to training support needs. Manages development, implementation, and continued technical support for selected agency information technology applications in support of agency human capital initiatives.

**STT:** Manages the NRC specialized technical training programs. Provides or coordinates specialized technical training to meet the training needs defined by formal NRC staff qualification and training programs and in support of Agreement State staff training. Designs, develops, maintains, improves, and implements training in the curriculum areas of probabilistic risk assessment, engineering support, radiation protection, fuel cycle technology, security and safeguards, and regulatory skills based on integrated agency needs. Establishes and manages interagency agreements and commercial contracts to satisfy agency technical training needs. Develops new courses and modifies existing courses to meet new or changing needs.

**HRPP:** Manages a comprehensive framework of human capital policies and programs. Develops human capital policies and programs for agency-wide implementation. Provides overall coordination and integration of substantive human capital policy and program initiatives. Evaluates and revises human capital policies and programs, as necessary to assure efficiency and effectiveness. Provides agency-wide guidance and support on policy and administrative issues relating to Differing Professional Views and Opinions and on the agency Open Door Policy. Conducts pay comparability surveys and administers contract(s) for salary information. Develops, implements, and evaluates results-oriented performance management systems for executives, managers and supervisors, and employees that link with agency and organizational goals. Performs analyses of significant human capital initiatives and potential issues. Maintains and fosters relationships with external organizations to become aware of and participate in the formulation of new concepts in strategic human capital management.

**OLR:** Provides overall coordination and oversight of employee relations, including case handling and grievances. Develops, coordinates, and implements labor-management and

employee relations policies; administers the agency-wide grievance and appeals system; develops and implements labor relations partnership policies and procedures; provides coordination and support for partnership initiatives and meetings. Negotiates and administers collective bargaining agreements; conducts day-to-day interactions with the employee union. Provides oversight and coordination for the Employee Assistance Program and the Occupational Safety and Health Program, and for the Headquarters health unit and Fitness Center.

**WPIM:** Participates in agency-wide Planning, Budgeting, and Performance Management process and integrates HR's plans and budget with agency programs and mission. Develops and implements strategic human capital plan and human capital budget. Oversees the development, implementation, and security of human resources management and information systems. Develops and maintains automated systems for staffing, strategic workforce planning, and other support activities for managing human capital. Collects, analyzes, and provides data on the hiring, retention, demographics, full-time equivalent (FTE) staff year allocation and utilization, skills, diversity, and training of NRC's workforce. Projects workforce needs and identifies skills gaps. Analyzes workforce deployment and organizational structures and identifies opportunities for improved effectiveness in alignment with the mission. Provides guidance and coordination for the agency's organizational alignments, position management, functional responsibilities, and delegations of authority. Works in partnership with HR operations staff and program managers to identify and solve human capital issues. Develops and manages human capital accountability system, tracks progress, and supplies feedback on results. Acts as liaison with oversight agencies and participates in meetings and conferences on human capital to share information and identify best practices for application at NRC. Monitors opportunities to participate in electronic government initiatives, and implements information technology solutions to improve efficiency and effectiveness of HR systems and processes. Provides general oversight of agency-wide HR support contractual arrangements. Provides management control and coordination of the Office's financial resources. Performs analyses of significant human capital initiatives and potential issues.

**HRSO:** Manages the implementation and delivery of human resources services and operations agency-wide. Implements human capital policies and operating procedures in a consistent manner throughout the agency. Employs technology to improve the efficiency and effectiveness of operations, including electronic government recruitment and staffing systems. Provides program direction and liaison in support of regional human resources operations. Provides management advice and recommendations concerning all operational aspects of human capital management. Assists managers and supervisors in applying human capital strategies to solve workforce planning issues and close skills gaps. Through human resources service centers, provides advice, guidance, information products, and support services for NRC managers and employees. Implements and administers a full range of human capital policies, programs, and services including employment, recruitment, staffing, position management and evaluation, benefits, employee and labor relations, performance management and personnel processing. Participates on planning and implementation team for agency competitive sourcing studies.

Supports equal employment opportunity in the implementation of human capital policies and programs; and maintains Official Personnel Files, performance appraisal files and merit selection files.

HR is currently challenged with capturing and retaining critical information and making the right information available to the right people at the right time in a rapidly changing environment, where experienced staff are increasingly retiring or are eligible to retire, leaving the agency with valuable knowledge and experience. There is a requirement to capture key information and develop a library of uniform written procedures for key HR processes.

This information can then be shared with stakeholders and used to reduce the duplication of effort and the risk of personnel with expertise leaving the agency without documenting crucial tasks and processes. HR requires contract assistance to develop a uniform template for documenting processes and documenting actual processes utilizing the template. HR has identified key processes to be documented in Attachment 1.

## 2. OBJECTIVE

The objective of this project is to develop a standard template for HR and to populate that template using one process. The standard template shall cover expectations, roles and responsibilities, business process flow using graphical depiction, cycle times, performance measures (quantity, timeliness, and quality measures), business issues (if any), and milestones. The processes to be documented are anticipated to be those listed in Attachment 1. However, there may be additional processes identified later. The final processes selected may vary depending on technical direction provided by the Project Manager. Priority will be given to those processes that are currently undocumented and/or any corporate knowledge about the process that is in jeopardy of being lost in the near future.

## 3 SCOPE OF WORK

HR requires contractor support for the development of uniform standards for major work processes within the office. Phase I of this project, is to develop a master template using one process. Phase II of this project, provides the option to complete up to 30 additional processes on a per process basis. Some of these processes are specified in Attachment 1.

## 4. DELINEATION OF TASKS

### 4.1 Develop Project Plan

The Contractor shall participate in a kick-off meeting with the Project Manager (PM) and other NRC representatives, no later than five (5) business days after the initiation of the task order or an otherwise agreed upon date by the PM. The purpose of the meeting is to discuss HR's goals

for the project and to provide information to the Contractor in sufficient detail to develop an draft Project Management Plan. The plan shall include all milestones, target completion dates, and resources to complete the scope of work and objectives outlined in this statement of work (SOW).

The draft plan shall be provided no later than ten (10) working days after the kick-off meeting or an otherwise agreed upon date by the PM. The PM will review the draft Project Management Plan and provide comments to the contractor within five (5) working days of receipt. The contractor shall revise the draft plan incorporating the PO's comments and submit the final Project Management Plan to the PM within five (5) days of receipt or an otherwise agreed upon date by the PO.

*Deliverable: Project Management Plan*

#### **4.2 Develop Draft Template Using One Process as a Model**

The Contractor shall evaluate best practice materials available to them to develop a template for documenting the expectations, roles and responsibilities, business process flows, cycle times, business issues, performance measures, and milestones for processes specified in Attachment 1. The Contractor shall conduct a facilitated session with NRC personnel to gather the data required to populate the draft master template. The draft master template shall be provided no later than twenty (20) working days after the kick-off meeting or an otherwise agreed upon date by the PO. The PO will review the draft master template and provide comments to the contractor within five (5) working days of receipt. The PO shall provide comments on the draft template to the contractor no later than five (5) working days after receipt.

*Deliverable: Draft Master Template*

#### **4.3 Develop Final Template**

The Contractor shall analyze feedback from the PO to develop the final template. The final template shall be provided to the PO no later than five (5) working days after receipt of the PO's comments or an otherwise agreed upon date by the PO.

*Deliverable: Final Template*

#### **4.4 Completion of Additional Processes on a per Process Basis**

The contractor shall complete documentation of up to 30 additional processes on a per process basis using the same approach as described above. The time line for completion of this work will be determined by the PO at the time the option is exercised by the Government. The contractor shall provide a price per process which will be ordered on an indefinite delivery basis.

*Deliverable: Documentation of additional processes***5. NRC RESPONSIBILITIES**

HR will coordinate any meetings or interviews necessary for the contractor to complete the gathering of data required to complete templates.

HR will, upon request, provide the Contractor with any and all materials documenting current processes, requirements and access to subject matter experts, as necessary. HR is responsible for resolving internal issues that affect the project.

HR will provide temporary office space, equipment, office supplies, or software for contractor personnel as needed to complete the tasks outlined in this statement of work.

The HR PO shall review and approve or request changes to deliverables within ten (10) business days of receipt unless otherwise specified. All final deliverable products will be approved in writing by the PO, or a designated representative.

**6. CONTRACTOR RESPONSIBILITIES**

The Contractor shall finalize all deliverables resulting from each task described in Section 4 above. Any additional revisions shall be incorporated, as appropriate. All specified deliverables shall be provided in final and shall be thorough and complete. Tasks are not considered complete until all applicable open issues have been resolved and all specified deliverables are approved by the NRC PO.

All deliverables shall be grammatically correct according to industry standard rules and shall contain the correct spelling. All technical and functional-related terms shall be clearly defined so as to be understood by all readers. Final deliverables should be transmitted to the NRC PO in hard copy and electronic format. Electronic format for all deliverables shall be provided using tools commonly used in industry/government. All major work deliverables are considered complete upon final review and approval by the NRC PO.

**7. REPORTING REQUIREMENTS*****Status Report***

The Contractor shall provide a bi-weekly status report to the PO, with a copy to the Contracting Officer. The report is due within 5 workdays after the end of the reporting period and must identify the title of the project, the contract/order number, appropriate financial tracking code (Job Code) specified by the NRC PO, the order period of performance, and the period covered by the report. Each report shall including the following for each discrete task/order:

- 1.1 A listing of the efforts completed during the period and the milestones reached, or, if missed, an explanation provided;
- 1.2 Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended solution involves a contract 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;
- 1.3 A summary of progress to date;
- 1.4 Plans for the next reporting period;
- 1.5 Total estimated task order amount;
- 1.6 Total funds obligated to-date;
- 1.7 Total costs incurred this reporting period;
- 1.8 Total costs incurred to-date;
- 1.9 Balance of obligations remaining; and
- 1.10 Balance of funds required to complete the task order.

Notwithstanding this requirement, the Contractor shall immediately inform the PO of any issues that arise that will have a significant impact on the project.

## **8. PERSONNEL**

The use of qualified personnel for key positions on this project is considered essential to its success. At a minimum, key personnel shall include the Contractor's Project Manager, who is responsible for overseeing or performing the actual work, and an Analyst.

Key personnel must possess demonstrated analytical skills and experience to perform business process engineering documentation and improvement analysis. Knowledge of Federal Human Resources activities and Federal regulations covering these activities is desired. Key personnel may not be reassigned or changed without prior approval of the NRC PO.

## **9. PLACE OF PERFORMANCE**

The work for this contract shall be performed at the Contractor's premises and/or on-site at the NRC Headquarters at 11545 Rockville Pike, Rockville, MD. The Contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements.

All work conducted on NRC premises shall be accomplished during the normal NRC business week, which is 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Federal holidays.

**10. SECURITY**

For those individuals who may attend meetings, security level NRC ADP II access is required.

**11. GOVERNMENT FURNISHED PROPERTY**

When it is necessary for the Contractor to work on-site at the NRC Headquarters building, the NRC shall provide temporary workspace for the Contractor personnel as needed, as well as standard office supplies, operational hardware, and software required for performance of the tasks while at the NRC Headquarters site, only.

**12. PERIOD OF PERFORMANCE**

The period of performance is six (6) months from the project start, unless otherwise agreed to by the NRC PO. If the NRC exercises the option, the period of performance will be extended an additional six months.

**13. PLACE OF PERFORMANCE**

The contractor shall perform some work at NRC Headquarters and some work at its facility.

**14. APPLICABLE CLAUSES****SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL**

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

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

**SECURITY REQUIREMENTS FOR LEVEL I**

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a

relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

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

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

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

#### **SECURITY REQUIREMENTS FOR LEVEL II**

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

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

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

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

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

**CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

**E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

**F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (copies)

(PROJ-OFFICER-ADD1) (PROJ-OFFICER-ADD2) (PROJ-OFFICER-ADD3) (PROJ-OFFICER-ADD4)

(b) Contracting Officer (1 copy)

**F.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on October 1, 2006 and will expire September 30, 2007. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.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: Kristin Davis  
Address: U.S. Nuclear Regulatory Commission  
Office of Human Resources  
11545 Rockville Pike, MS T-3-D-45  
Rockville, MD 20852  
Telephone Number: (301)415-6737

(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.

## **G.2 ORDERING PROCEDURES (MAY 1991)**

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

n/a

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). 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.

**H.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

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

### **H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

The Government will not provide any equipment/property under this contract.

### **H.4 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.

### **H.5 Annual and Final Contractor Performance Evaluations**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source

selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **H.6 Compliance with U.S. Immigration Laws and Regulations**

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

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

(End of Clause)

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER	DEC 2001

52.222-36	ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	AUG 2005
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2006 through September 30, 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$15,117.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$208,024.00;

(2) Any order for a combination of items in excess of \$208,024.00;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

### **I.5 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

### **I.6 52.232-25 PROMPT PAYMENT (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

## (1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

## (2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
  - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (ix) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
  - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### **1.7 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):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	List of Possible Processes		
2	Billing Instructions for Fixed Price Contracts		

NRC-38-06-397  
Attachment 1

Item	Priority	Process	Organizational Unit
1	TBD	Publishing Management Directives	HRPP
2	TBD	Case processing of disciplinary and adverse actions	OLR
3	TBD	Case processing of performance-based actions	OLR
4	TBD	Grievance processing under administrative grievance procedure	OLR
5	TBD	Grievance processing under negotiated grievance procedure	OLR
6	1	Annual Agency Award Ceremony	HRSO
7	TBD	Suggestion Program	HRSO
8	TBD	Staffing Plan Call	HRSO
9	TBD	Recruitment Plan Call	HRSO
10	TBD	Certification for Mid-Year Appraisals	HRSO
11	TBD	Certification for Annual Appraisals	HRSO
12	TBD	On-the-job Injuries	HRPP
13	TBD	Occupational Safety and Health	HRPP
14	TBD	Workers Compensation Claims	HRPP
15	TBD	Drug Testing	HRPP
16	TBD	Intergovernmental Personnel Act Assignments	HRPP
17	TBD	International Assignments	HRPP
18	TBD	Developing NRC Pay Schedules and Exhibits	HRPP
19	TBD	Addressing Health and Reasonable Accommodation Issues	HRPP
20	TBD	Considering exceptions to NRC policy	HRPP
21	TBD	Annual Emergency Employee call	HRPP

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22	TBD	Process for waiving debts, advanced sick leave repayment, service obligations, etc.	HRPP
23	TBD	TBD	
24	TBD	TBD	
25	TBD	TBD	
26	TBD	TBD	
27	TBD	TBD	
28	TBD	TBD	
29	TBD	TBD	
30	TBD	TBD	

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

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

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

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

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

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

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

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

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

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

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

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

Billing Instructions for Fixed Price Contracts (October 2003)

Attachment 2

Page 2

**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."

**Billing Instructions for Fixed Price Contracts (October 2003)**

**Attachment 2**

**Page 3**

**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.