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

1. REQUISITION NO. CFO-06-127			BPA NO. DR-09-06-127	
2. CONTRACT NO. GS35F0153M	3. AWARD/EFFECTIVE DATE SEP 30 2006	4. ORDER NO. DR-09-06-127 MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Adelis M Rodriguez		b. TELEPHONE NO. (No Collect Calls) 301-415-5719	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Adelis M Rodriguez
Mail Stop T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
[X] UNRESTRICTED OR
[ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] EMERGING SMALL BUSINESS BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)
NAICS: 611420
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE
U.S. Nuclear Regulatory Commission
Mail Stop: T7 I2
Attn: Adelis M Rodriguez

Washington DC 20555

16. ADMINISTRERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Attn: Adelis M Rodriguez
Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
MYTHICS, INC

1439 N GREAT NECK RD STE 201

VIRGINIA BEACH VA 234541347

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 3100
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (insert contract or order number)

Washington DC 20555

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See attached pages for a complete description.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)			SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA
B&R:67N-15-5H360 JOB:N7169 BOC: 252A Approp:31X0200
Obligates: $17,595.00 DUNS: 013358002 Fss: CFO-06-417

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. [X]

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: [ ]

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Dale E. Darr

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Donald A King

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
DALE E. DARR, VICE PRESIDENT

30c. DATE SIGNED
30 SEPT. '06

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Donald A King
Contracting Officer

31c. DATE SIGNED
9/29/06

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

ADM002

US Nuclear Regulatory Commission

BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of Acquisition streamlining, the US Nuclear Regulatory Commission and Mythics, Inc. enter into an agreement to facilitate the acquisition of Information Technology (IT) services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-35F-0153M (insert number(s)) DR-09-06-127 DAK

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

Donald A. [illegible] 9/29/2006

Contracting Officer DATE
US Nuclear Regulatory Commission

BPA Team Leader DATE

Vice President, Business Development
Title

Mythics, Inc.
Company Name

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-35F-0153M ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between Mythics, Inc. and the US Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

ADMINISTRATIVE DATA

Primary Point of Contact:	Mythics, Inc.
(Provide complete name, title, corporate address, electronic mail address and phone number)	Attn: Jennifer Van Graafeiland
	Manager, Education Sales
	1439 N. great Neck Road, STE 201
	Virginia Beach, VA 23454
	jvan@mythics.com
	(757) 233-8079
Alternate Point of Contact:	Dale E. Darr
	Vice President, Business Development
	dedarr@mythics.com
	(757) 493-3010

Are you a Small Business under NAIC Code 611420 (FAR PART 19.102)? YES NO X

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES X NO

Are you a Woman-Owned Business? YES NO X

CAGE CODE: 1TA34
DUNS NUMBER: 013358002
TIN: 541987871

Cognizant DCAA Office (Include complete address):
(other auditing activity may be

listed)

_____

_____

_____

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004

SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment A details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

A.1 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide Oracle / PeopleSoft HRMS Training. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to US Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.2 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provided Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.3 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 5%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique US Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an US Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed $50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.4 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.5 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the US Nuclear Regulatory Commission mission but not otherwise available within US Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government.

Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.6 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.7 TERM OF BPA

This BPA expires on 09-30-2008 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the US Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the US Nuclear Regulatory Commission/Contracting Officer if at any time prior to 09-30-2008the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the US Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 60 days written notice to the BPA holder by the US Nuclear Regulatory Commission Contracting Officer.

A.8 OBLIGATION OF FUNDS

This BPA obligates funds for orders to be issued at a later date. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.9 AUTHORIZED USERS

Government Contracting Officers representing US Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.10 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (OCT 1999)

I represent to the best of my knowledge and belief that:

The award to _____Mythics, Inc_____of a contract or the modification of an existing contract does / / does not / X/ involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational

conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

A.11 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

(1) Scope of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds $100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

A.12 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

A.13 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[redacted] [redacted]

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 con-currence 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.

A.14 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.15 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Beverly Holmes

Address: US Nuclear Regulatory Commission
Mail Stop: T9 G1
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: (301) 415-6994

(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.

Enclosure 1

STATEMENT OF WORK FOR CONTRACTOR TO PROVIDE ORACLE/PEOPLESOFT TRAINING UNITS FOR THE NRC HRMS UPGRADE PROJECT TEAM

1.0 INTRODUCTION

The U.S. Nuclear Regulatory Commission (NRC) is establishing a project team to upgrade its current version of the Human Resources Management System (HRMS) Time and Labor (T&L) system. The NRC plans to acquire both the current product version of the Oracle|PeopleSoft Time and Labor (T&L) software and support software components and the User Productivity Kit (UPK).

1.1 Background

The NRC implemented the PeopleSoft HRMS version 7.5.1 suit of software in November 2001. The product version 7.5.1 is no longer supported by the vendor. After conducting an extensive research and market analysis, the NRC has determined, in the short-term, to continue the use of the HRMS Federal T&L product that meets its business objectives and needs.

The Oracle|PeopleSoft company has since updated the HRMS product suit with added functionality that provides a secure web-based interface. The NRC project team dedicated to upgrading the software to its current version level will require training on the vendor software capabilities.

1.2 Objectives

The objective of this acquisition is to obtain training units for the HRMS upgrade core project implementation team.

1.3 Scope

The contractor shall provide training necessary to assist functional and technical implementers of the software. Functional and technical training includes introductory courses to Peoplesoft for HRMS, Time and Labor, Peopletools, and security, data administration, system administration, application engine or other integration tools. Training units include any developed courses that directly assists in the development of NRC personnel assigned to the upgrade project.

2.0 PERFORMANCE REQUIREMENTS

Acquire Oracle|PeopleSoft Training Units

The contractor will provide training, as specified, on a task order basis. The training units are allocated on a per student, per course, per day basis. The contractor may deliver classroom, live webclass, or recorded class training. The contractor must demonstrate the availability of the following courses:

- Intro to Peoplesoft for HRMS Rel 8.9 (or most current)
- Time & Labor - North America Rel. 8.9 Ed1 (or most current)

- PeopleTools Overview LWC Rel 8.44 Ed 1 (or most current)
- HRMS Security Overview Rel 8.9 Ed 1 (or most current)
- PeopleTools I 7.5 to 8.4 Delta LWC Ed1 (8.44)
- Data Administration & Upgrade Rel 8.46 (or 8.44) Ed 1 (or most current)
- PeopleCode 7.5 to 8.44 Delta Ed 1
- PeopleSoft Server Administration and Installation Rel 8.44 Ed 1 (or most current)
- HRMS Security overview Rel 8.9 Ed1
- Application Engine Rel 8.44 (or most current)
- Integration Tools Rel 8.46 (or most current)
- User Productivity Kit Developer Ed 1 (or most current)

The contractor shall offer Oracle|PeopleSoft training at facilities located to the Washington, DC Metropolitan area.

3.0 COMPLETION CRITERIA

The contractor shall provide training and course materials as specified on a task order basis.

All deliverables are considered complete upon receipt of training and approval by the NRC Project Manager.

4.0 REPORTING REQUIREMENTS

The contractor shall provide:
1. Total estimated task order amount;
2. Total costs incurred;
3. Balance of funds required to complete the task order.

This requirement notwithstanding, the contractor shall immediately inform the NRC PM of any issues that arise that will have a significant impact on the delivery of training units.

5.0. SCHEDULE OF DELIVERABLES

Deliverables are scheduled for completion as follows:

Task	Name	Type	Due Date
2.0	Deliver Enterprise Software Training	Final	As schedule per task order, Not to Exceed 2 years from issuance of this BPA.

6.0 PLACE OF PERFORMANCE

The work for this contract shall be performed at the contractor's premises within the Washington,

DC Metropolitan area.

7.0 PERIOD OF PERFORMANCE

The period of performance is 24 months from award of the BPA.

ATTACHMENT NO. 1

SCHEUDLE OF COURSES AND PRICES

Courses	Length	Cost/Student	Course Format	Audience
Intro to PeopleSoft for HRMS Rel 8.9	1 day/8 hours	$ 345.00	Classroom Training	Functional Implementer
Time & Labor – North America Rel 8.9	4 days/32 hours	$ 1,380.00	Classroom Training	Functional Implementer
PeopleTools Overview LWC Rel. 8.44	2 days/16 hours	$ 690.00	On-line training	All Users
HRMS Security Overview Rel 8.9	1 day/8 hours	$ 345.00	Classroom Training	Functional Implementer / Technical Consultant
PeopleTools I 7.5 to 8.4 Delta LWC	1 day/8 hours	$ 345.00	On-line training	All Users
Data Administration and Upgrade Rel. 8.46	5 days/40 hours	$ 1,725.00	Classroom Training	Functional Implementer / Technical Consultant
PeopleCode 7.5 to 8.44 Delta	2 days/16 hours	$ 690.00	Classroom Training	Functional Implementer
PeopleSoft Server Administration and Installation Rel. 8.44	5 days/40 hours	$ 1,725.00	Classroom Training	Database Administrator / Technical Consultant
HRMS Security Overview Rel 8.9	1 day/8 hours	$ 345.00	Classroom Training	Functional Implementer / Technical Consultant
Application Engine Rel. 8.44	4 days/32 hours	$ 1,380.00	Classroom Training	System Analyst / Technical Consultant / Application Developers
Integration Tools Rel. 8.46	5 days/40 hours	$ 1,725.00	Classroom Training	System Analyst / Technical Consultant
User Productivity Kit Developer	3 days/24 hours	$ 1,035.00	Classroom Training	Technical Consultant

Enclosure 2

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

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

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

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

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

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

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

NRC Property Management Officer
Administrative Services Center
Mail Stop - T-7-D-27
Washington, DC 20555-0001

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

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

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

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

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

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by

typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

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

2. Contract number.

3. Sequential voucher/invoice number.

4. Date of voucher/invoice.

5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

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

7. For contractor acquired property list each item purchased costing $50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

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

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

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

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

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