

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

1. REQUISITION NO. RES-06-073		BPA NO.	
2. CONTRACT NO. NRC-04-06-073	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	MODIFICATION NO.
5. SOLICITATION NO.		6. SOLICITATION ISSUE DATE 06/06/2006	
7. FOR SOLICITATION INFORMATION CALL: a. NAME JENNIFER DEFINO		b. TELEPHONE NO. (No Collect Calls) 301-415-6714	
8. OFFER DUE DATE/LOCAL TIME JULY 13, 2006 12:00PM EST			
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino Mail Stop T-7-I-2 Washington, DC 20555		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> B(A) NAICS: 541611 SIZE STANDARD: SMALL	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A
14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		17a. CONTRACTOR/OFFEROR CODE 129307158 FACILITY CODE	
18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts; MS: T7-I2 Attn: NRC-04-06-073 Washington DC 20555		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) services as described in Section B.1 "Statement of Work" and in accordance with the terms and conditions of this contract.</p> <p>Title: "Office of Nuclear Regulatory Research (RES) Business Process Re-engineering"</p> <p>Period of Performance (base): August 14, 2006 - August 13, 2007</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA B&R: 660-15-111-197 Job Code: N6051 BOC: 252A Apprn. No.: 31X0200.660 Obligate: \$277,000.00		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$372,241.08	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
1. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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.		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:	
28. SIGNATURE OF OFFEROR/CONTRACTOR <i>W. Eric Moore</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donald A. King</i>	
b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) W. Eric Moore, Partner		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer	
30c. DATE SIGNED 14 Aug 2006		31c. DATE SIGNED 8/11/2006	

THORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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**SECTION A – ADDENDA OF SUPPLIES OR SERVICES AND PRICE/COSTS**

**A.1 PROJECT TITLE**

SUPPORT FOR THE U.S. NUCLEAR REGULATORY COMMISSION'S OFFICE OF NUCLEAR REGULATORY RESEARCH BUSINESS PROCESS RE-ENGINEERING

**A.2 BRIEF DESCRIPTION OF WORK**

Contractor will support the Office of Nuclear Regulatory Research in a broad study, which includes the examination of organizational goals, objectives, structures, culture, systems, roles, current processes, data, and information management for the purpose of re-engineering these areas to achieve short and long-term improvements.

**A.3 SCHEDULE**

**A.3.1 BASE PERIOD- (August 14, 2006 – August 13, 2007)**

Task		Labor Category					Total
		Senior Manager	Manager	Senior Consultant	Consultant	Administrative Support	
Task 1: Kick-Off Meeting, Project Plan and Project Coordination	Estimated Hours		0			0	
	Cost		\$0.00			\$0.00	\$26,866.82
Task 2: Process Implementation and Change Management Support	Estimated Hours						
	Cost						\$95,226.12
Task 3: Organizational Development	Estimated Hours						
	Cost						\$55,999.50
Task 4: Facilitation/ Team Building/ Collaborative Working Group Support	Estimated Hours					0	
	Cost					\$0.00	\$75,137.94
Task 5: Information for RES Managers	Estimated Hours		0			0	
	Cost		\$0.00			\$0.00	\$104,290.64
Task 6: Exit Briefing	Estimated Hours						
	Cost						\$14,720.06
	Total Estimated Hours						
	Total Cost						\$372,241.08

**Labor Category Rates- Base Period**

Labor Category	Rate
Senior Manager	
Manager	
Senior Consultant	
Consultant	
Administrative Support	

**A.3.2 OPTION YEAR - (August 14, 2007 – August 13, 2008)**

Task		Labor Category					Total
		Senior Manager	Manager	Senior Consultant	Consultant	Administrative Support	
Task 1: Kick-Off Meeting, Project Plan and Project Coordination	Estimated Hours	[REDACTED]	0	[REDACTED]	[REDACTED]	0	[REDACTED]
	Cost	[REDACTED]	\$0.00	[REDACTED]	[REDACTED]	\$0.00	\$26,866.82
Task 2: Process Implementation and Change Management Support	Estimated Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$95,226.12
Task 3: Organizational Development	Estimated Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$55,999.50
Task 4: Facilitation/ Team Building/ Collaborative Working Group Support	Estimated Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0	[REDACTED]
	Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00	\$75,137.94
Task 5: Information for RES Managers	Estimated Hours	[REDACTED]	0	[REDACTED]	[REDACTED]	0	[REDACTED]
	Cost	[REDACTED]	\$0.00	[REDACTED]	[REDACTED]	\$0.00	\$104,290.64
Task 6: Exit Briefing	Estimated Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$14,720.06
	Total Estimated Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Total Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$372,241.08

**Labor Category Rates- Option Year**

Labor Category	Rate
Senior Manager	[REDACTED]
Manager	[REDACTED]
Senior Consultant	[REDACTED]
Consultant	[REDACTED]
Administrative Support	[REDACTED]

GRAND TOTAL ---  
 \$372,241.08  
 =====

#### **A.4 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 \$372,241.08. 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 \$277,000.00. 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.

#### **A.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on August 14, 2006 and will expire on August 13, 2007. The term of this contract may be extended at the option of the Government for an additional one (1) option year.

## **SECTION B - CONTINUATION BLOCK**

### **B.1 STATEMENT OF WORK**

#### **1. BACKGROUND**

The Office of Nuclear Regulatory Research (RES) is enhancing its infrastructure and restructuring its business processes to increase the effectiveness and efficiency of RES activities and operations contributing to the accomplishment of the agency's mission. Contractor support is required to complete this broad study which includes the examination of organizational goals, objectives, structures, culture, systems, roles, current processes, data, and information management for the purpose of re-engineering these areas to achieve short and long-term improvements.

#### **2. OBJECTIVE**

To perform support the support activities delineated under this contract. The support shall enhance the effectiveness and efficiency of RES' activities and operations by assessing its organizational effectiveness and re-engineering its business processes, as necessary, in the following major areas:

Process Implementation and Change Management Support (Task 2)

Organizational Development (Task 3)

Facilitation/Team Building/Collaborative Working Group Support (Task 4)

Information For RES Managers (Task 5)

#### **3. SCOPE OF WORK**

The Contractor shall support RES in meeting the objectives discussed above by providing support, as detailed below, for organizational development to integrate process changes with other initiatives regarding such issues as empowerment, diversity, the adoption of organizational values, and for team and working group efforts, particularly those regarding development of guidance, regulatory documents or other tangible products.

##### **3.1 Task 1 - Kick-off Meeting, Project Plan, and Project Coordination**

The Contractor shall submit a Project Plan that addresses each of the tasks defined for this requirement. The plan shall briefly describe individual tasks and identify key milestones. The project plan shall identify those instances where discussions/surveys with cognizant NRC management and staff would be required to gather information for any of the tasks described in the Scope of Work.

To facilitate project coordination and planning, the contractor shall plan on a bi-weekly project management meeting with the NRC Project Officer or Technical Monitor, and as needed, associated staff. These weekly meetings shall typically take no more than two (2) hours. At

these meetings, the contractor shall describe the accomplishments since the last meeting, problems/issues encountered, plans for resolution of problems/issues, schedule impact, if any, and overall project status. The NRC Project Officer of Technical Monitor may schedule additional or less frequent meetings depending on the work progress and problems/issues encountered.

**Deliverables:** A draft Project Plan shall be provided to the NRC staff at the kick-off meeting for this project and shall be discussed at that meeting. See Section 5 for deliverable due dates.

A final comprehensive Project Plan shall be provided within one (1) week of the kick-off meeting. See Section 5. This Project Plan shall include a more refined breakdown of individual tasks, including milestones, and shall address concerns raised at the project kick-off meeting. The project plan(s) shall be kept up-to-date and modified as decisions and work adjustments are made.

**Standard:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

### 3.2 Task 2 - Process Implementation and Change Management Support

3.2.1 The contractor shall provide support and consultancy for implementation of process changes. This support shall include:

- Reviewing and providing any necessary refinement of change management and process performance measurement plans.
- Coaching and consultancy for procedural and organizational changes required to enable process changes.

3.2.2 The contractor shall provide ongoing support for process teams that have responsibility for a given functional process area that has undergone improvement activities. These teams will be designated by the Project Officer or Technical Monitor. This support shall include:

- Planning, preparation of meeting materials, and facilitation of team meetings and staff briefings.
- Coaching of process team leads and affected managers and supervisors.

3.2.3 The contractor shall provide coaching and support to teams or individuals responsible for implementing and monitoring previously developed process performance metrics.

3.2.4 The Contractor shall provide support for the implementation of process changes. This support shall include: review and necessary refinement of change management and process performance measurement plans; and, coaching and consultancy for procedural and organizational changes required to enable process improvement.

- 3.2.5 The Contractor shall provide support to assist RES in obtaining staff and stakeholder input through staff and stakeholder interviews and surveys to evaluate the progress of RES in implementing administrative infrastructure and office effectiveness recommendations.
- 3.2.6 Based on consultation with the NRC Project Officer or Technical Monitor, the Contractor shall plan, prepare necessary meeting materials, conduct staff briefings, provide and support facilitation, as necessary, and provide small group coaching related to implementation of organizational effectiveness initiatives. The Contractor shall provide management coaching and consultation regarding strategic planning for organizational effectiveness, and for related concerns such as integration of multiple organizational changes.

For resource planning purposes, the contractor shall consider that, during this performance period, RES will be conducting an ongoing initiative to implement organizational change, communication, RES vision, mission, and aligning management and staff. RES will also require ongoing support related to integration of the values, alignment, empowerment, and process improvement efforts with a workforce diversity initiative that may be supported by other contractors.

**Deliverables:** See Section 5 and 8 for due dates and reporting requirements.

**Standard:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

### 3.3 Task 3 - Organizational Development Support

- 3.3.1 The contractor shall support development and implementation of plans for organizational development initiatives. These plans shall be developed in consultation with RES management and as directed by the NRC Project Officer or Technical Monitor.
- 3.3.2 The contractor shall plan, prepare necessary meeting materials, conduct staff briefings, and provide small group coaching related to implementation of organizational development initiatives.
- 3.3.3 The contractor shall provide management coaching and consultancy regarding strategic planning for organizational development and for related concerns such as integration of multiple organizational changes.

For resource estimation purposes, the contractor shall assume that ongoing organizational development support will be limited to RES staff and management.

**Deliverables:** See Section 5 and 8 for due dates and reporting requirements.

**Standard:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

### 3.4 Task 4 - Facilitation/Team Building/Collaborative Working Group Support

The Contractor shall provide facilitation support to assist RES management and Collaborative Working Groups in evaluating proposed strategies and the decision-making process in implementing business improvements related to the scope of work. The facilitator shall help keep the group focused on its tasks, explore the situation more fully, minimize interpersonal conflict unrelated to task, work through conflict that is central to the work of the group, and build openness and support within the group. The facilitator shall assist the cognizant managers and/or staff to more fully participate in the work of the group.

Facilitation services shall be performed at NRC Headquarters and at off-site management retreats. Limited travel will be required for facilitation services performed at off-site locations.

**Deliverables:** See Section 5 and 8 for due dates and reporting requirements.

**Standard:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

### 3.5 Task 5 - Information for RES Managers (IRM)

The Contractor shall access the current RES operational environment and recommend to the NRC Project Officer or Technical Monitor areas for changing and/or enhancing the information. See **Attachment No. 4** for a sample of the types of areas to be reviewed.

The Contractor shall prepare and implement a project plan that addresses the needed areas of change and/or information enhancement.

Planning will involve well-defined steps which include documentation of the "as-is" situation as well as documentation of the RES vision of what the situation "should be." This includes, but is not limited to the following major areas:

- Communication
- Surveys
- Training
- Budget Formulation and Execution
- Procurement Planning
- Human Capital Planning and Knowledge Management
- Filling Critical Skill Needs
- Travel Planning & Tracking
- Action Item Tracking
- Document Control and Mailroom Support
- IT Coordination and Support

A key requirement will be a well documented Project Plan detailing how to get from the present to the future state. The Contractor shall work with the NRC Project Officer or Technical Monitor, on goal setting, alternatives development, effects forecasting, alternatives evaluation and selection of a preferred course of action. The Contractor shall work with the NRC Project

Officer or Technical Monitor, to assist RES Managers in working through this process in a consistent, logical and replicable manner.

The Contractor shall support the IRM effort and concentrate on the organizational need to focus on key performance indicators, track and analyze these indicators, and provide the office with a single common view of defined objectives.

The Contractor support shall include planning with well-defined steps which include goal setting, alternatives development, effects forecasting and alternatives evaluation.

**Deliverable:** The Contractor shall prepare a draft and final Project Plan. In addition, the contractor shall implement the final Project Plan. See Section 5 for due dates. This Project Plan shall include the elements of the Standard Work Approach (Attachment 1) and the Performance Management and Measurement Program (Attachment 2).

**Standard:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

### 3.6 Task 6 - Exit Briefing

The Contractor shall present an exit briefing to RES management and staff. The briefing shall include a summary of the work performed and documents prepared, and shall include a question and answer period. The briefing is intended to provide a sound basis for management decisions regarding implementation of Contractor recommendations.

## 4. **Standard Work Approach**

In providing support for this project, the Contractor shall use the attached Standard Work Approach template (Attachment 1) and the Performance Management and Measurement Program process (Attachment 2) for relevant direction.

When working on documents and presentations, the Contractor shall comply with all prevailing NRC formatting standards (Attachment 3), which will be supplied, as needed, by the NRC Project Officer or Technical Monitor. The NRC Project Officer or Technical Monitor will ensure that the Contractor has access to all applicable NRC standards.

The current standard NRC desktop software suite includes:

1. The Corel WordPerfect Suite 8 (WordPerfect, Quattro Pro, and Presentations)
2. Groupwise e-mail
3. Adobe Acrobat 6.0

In addition, RES commonly uses the following software:

4. Microsoft Office XP Professional Edition (Word, Excel, Access, Powerpoint)
5. Microsoft Project 2000
6. Microsoft Vision 2002

**5. DELIVERABLES**

Deliverable No.	Task	Subject	Due Date
1	3.1 - Project Plan and Project Coordination	Kick-off Meeting; Draft Project Plan	Within 5 working days from award
2	3.1 - Project Plan and Coordination	Final Comprehensive Project Plan	Within 1 week from kick-off meeting
3	3.2 - Process Implementation and Change Management Support	Monthly Technical and Financial Progress Reports	By the 20 <sup>th</sup> of each month
4	3.3 - Organizational Development Support	Plan for Organizational Development Initiatives	As directed by the NRC Project Officer or designee on an as needed basis.
5	3.4 - Facilitation/Team Building/Collaborative Working Group Support	Monthly Technical and Financial Progress Reports	By the 20 <sup>th</sup> of each month
6	3.5 - Information for RES Managers	Develop Draft Project Plan	As defined in the Comprehensive Project Plan (3.1); Not later than 11 months from the effective date of contract
7	3.5 - Information for RES Managers	Develop and Implement Final Project Plan	As defined in Comprehensive Project Plan (3.1); Not later than 12 months from the effective date of contract
8	3.6 - Exit Briefing	Presentation to RES Management & Staff	11.5 months from contract initiation

**Instructions for Deliverables:**

Deliverables shall be delivered per the lead times specified in the cost proposal and consistent with the deliverables schedule as shown in this statement of work. Each draft shall be submitted for agency review. If the agency makes changes to the draft, the Contractor shall submit a corrected draft for agency review. Upon approval of the draft by the Project Officer, the deliverable shall be submitted in final form. With the exception of large or complex rulemaking or guidance documents, the Project Officer shall have 5 working days to review draft deliverables upon receipt. For large or complex documents, the agency shall have additional review time as agreed to between the Project Officer and the Contractor, but no less than 5 working days.

All deliverables, in both draft and final form, shall be submitted as an electronic copy in both Word Perfect and PDF, according to the Agency guidance, and one hard copy. The format for the deliverables is not specified except that it shall be consistent throughout the contract.

All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary.

**Deliverable Standards:** The Contractor's deliverable must be submitted by 5:00 p.m. EST on the due date specified by the contract. The Contractor's submitted deliverable must be compliant with the specified NRC format, see Attachment 3. The deliverable must be, at a minimum, 98 percent free of grammatical and spelling errors.

## 6. OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE

The following processes will be used by NRC to motivate successful performance of the contract requirements stated herein:

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated herein shall constitute a "valid-deficiency" under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor's control.

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC-PO determines the discrepancy is a "valid-deficiency" for non-compliance with any Contract Requirements.

The Contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month's period. For any month in which the Contractor fails to comply with the contract requirements stated herein, NRC reserves the right to deduct the following amounts from that month's total monthly invoice payment:

- 0-1 Valid-deficiency's per calendar-month period will result in no deduction;
- 2 Valid-deficiency's per calendar-month period will result in 5% of the total monthly invoice being deducted;
- 3 Valid-deficiency's per calendar-month period will result in 6% of the total monthly invoice being deducted;
- 4 Valid-deficiency's per calendar-month period will result in 7% of the total monthly invoice being deducted;

5 Valid-deficiency's per calendar-month period will result in 8% of the total monthly invoice being deducted;

6 Valid-deficiency's per calendar-month period will result in 10% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 10% from the monthly invoice.

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

## **7. CONTRACT OPTION YEARS**

It is anticipated that work/tasks to be performed under contract option year one (1) will be similar to work/tasks performed in the contract base year.

## **8. PERSONNEL QUALIFICATIONS**

The Contractor shall provide qualified, competent, and fully trained personnel to perform the support activities delineated under this contract. The Contractor shall maintain qualified backup personnel so that continuity of service shall not be disrupted at any time. The Contractor shall provide staff with the appropriate skills who meet or exceed the qualifications described below. Knowledge of the RES's mission, policies, practices and procedures, and a broad understanding of NRC's strategic plan and goals, are highly desirable. The Contractor shall identify those personnel that it considers to be key to the successful completion of the resulting contract. The Project Officer, however, may designate additional proposed staff to be designated as "Key Personnel."

All key personnel must possess strong interpersonal skills with experience in a customer service setting and have the ability to balance multiple work assignments and address shifting task priorities. Resumes of all key personnel shall be provided that demonstrate their professional experience, familiarity with NRC's organization and mission, and their knowledge, skills, and abilities in their individual areas of expertise.

### Business Analyst

- Demonstrated experience in analysis and improvement of business processes, specifically in the context of a federal government agency.
- Experience in implementation of improved processes and supporting procedures and enabling technologies.
- Demonstrated experience working with federal government budget preparation and/or federal government financial execution experience.

### Organizational Effectiveness (OD) and Change Management Specialists

- Demonstrated experience in all phases of organizational development, including data gathering, business research methods, strategic planning, business process

redesign/improvement, and management of organizational change specifically in the context of a federal government agency.

- Extensive experience in strategic, business, and action planning; performance measurement, and process and productivity improvements.
- Comprehensive background in organizational development theory and techniques
- Comprehensive background in the Human Resources field and Knowledge Management, particularly with staffing plans, staffing strategies, employee training and development.

#### Facilitator/Management Coach

- Experience in management and executive coaching and consultancy, in the federal government context, for organizational development and strategic planning for integration of multiple concurrent initiatives.
- Experience in the use of problem-solving techniques, leading group discussions and briefings, focusing on decision-making in a consensus building environment
- Experience in facilitation and team development techniques.
- Experience directly related to support of federal government teams developing regulations, regulatory guidance, or other similar work products.

#### Technical Writers/Editors

- Technical writing experience, specifically in the federal government setting, including experience in development of administrative and technical procedures and supporting documentation.
- Strong Technical writing ability
- Strong interpersonal skills
- Ability to perform meeting scribe/note taking tasks, ensuring that all appropriate details are captured accurately

### **9. TRAVEL**

Travel outside of the Washington, DC area shall be approved by the NRC Project Officer, or designee. Limited local travel will be required for facilitation services performed at local off-site locations. The Contractor **will not be** reimbursed local travel when commuting from contractor facility to NRC facility.

### **10. REPORTING REQUIREMENTS**

The requirements of Attachment 3, "Instructions for Reporting Requirements," apply to all deliverables discussed herein.

## 10.1 Monthly Reports and Reviews

### 10.1.1 Monthly Technical Progress Reports (MTPR)

The contractor shall provide a Monthly Technical Progress Report to the Project Officers and the Contracting Officer. The report is due the 20th of each month and must identify the title of the project, the contract number, Job Code Number (JCN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following:

- a. A listing of the efforts completed during the period, by individual's name and milestones reached or, if missed, an explanation is provided.
- b. Progress reports shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution 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.
- c. The MTPR shall include a summary of cumulative issues that lists all issues encountered, current status of the issue (open or resolved), and for resolved issues a description of the resolution.
- d. A report of resource usage and spending for each sustained support project. This report shall detail any deviations from the spending and resource usage plan outlined in each project charter.

### 10.1.2 Monthly Financial Status Report

The contractor shall provide a Monthly Financial Status Report to the Project Officers and Contracting Officer. The report is due the 20th of each month and must identify the title of the project, the contract number, Job Code Number (JCN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each task:

- a. Provide total estimated cost (Value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
  1. Total estimated contract amount;
  2. Total funds obligated to date;
  3. Total costs incurred this reporting period;
  4. Total costs incurred to date;

5. Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract, if applicable;
  6. Balance of obligations remaining;
  7. Balance of funds required to complete the contract; and
  8. Contractor Spending Plan (CSP) Status.
- b. Projected percentage of completion cumulative through the report period for the project as reflected in the current CSP.

Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to Item 8.

- c. A revised CSP is required with the Financial Status Report whenever the contractor or the Contracting Officer has reason to believe that the total cost for performance of this work effort will be either greater or substantially less than what had been previously estimated.
- d. If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official report for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22), both of which are hereby incorporated by reference and made a part of this contract.

In addition, the Contractor shall implement, update, and maintain an issue tracking system that documents issue descriptions, the date the issue was encountered, the date the issue was resolved, the NRC staff member(s) assigned to the issue, and a "sign off" that the issue has been resolved. The scope of the issue tracking system is all tasks, sortable by task unless a task is specifically exempted from this requirement by the NRC Project Officer of Technical Monitor.

## **11. PERIOD OF PERFORMANCE**

The period of performance for the base year will be from August 14, 2006 through August 13, 2007. The period of performance for option year one (1) will be from August 14, 2007 through August 13, 2008.

### **11.1 Place of Performance**

All work performed under this contract shall be performed primarily at the contractor's site, except when the contractor needs to be on-site at NRC Headquarters in Rockville, MD, for facilitation services, and off-site locations designated by NRC Project Officer.

The NRC will provide minimal work space at the NRC Headquarters offices for limited use by Contractor staff.

## 12. TOTAL ESTIMATED LEVEL OF EFFORT

The total estimated level of effort for this requirement is 2,146 hours each year for the base year and option year, for a total of 4,292 hours.

## 13. PROJECT OFFICER

The Project Officer for this contract is:

Name: Debbie Neff  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: T-10D15  
Washington, DC 20555  
Telephone: (301) 415-8160  
Email: [DAN1@nrc.gov](mailto:DAN1@nrc.gov)

The Technical Monitor for this contract is:

Name: Chris Hoxie  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop T10D5  
Washington, DC 20555  
Telephone: (301) 415-5824  
E-mail: [CLH1@nrc.gov](mailto:CLH1@nrc.gov)

## Performance Management and Measurement Program

The model is split into four basic areas: a catalyst, initial sponsorship, program design and implementation, and program enablers.

### **The Catalyst**

The triggering event, or catalyst, helps to drive the momentum necessary to begin the initial planning required for successful implementation.

### **Initial Sponsorship**

Initial sponsorship begins with the realization from senior leaders that the organization needs to understand its performance in order to deliver against its strategic goals. From that beginning, the senior leaders will need to identify and budget adequate funding, staffing, and support for the initial development and deployment of the program. Once funding and support issues have been addressed, it is the responsibility of senior leadership to assign the best resources available to get the job done right the first time. Often within partner organizations, this has led to the reassignment of duties from one employee to others in order to free up the necessary time for the right staffers to take part in the effort.

The sponsorship area is critical for the success of any performance management and measurement program. Without a strong level of interest, funding, and assignment of the correct people, most programs are doomed to failure before they even start.

### **Design and Implementation of the Performance Management and Measurement Program**

This area of the model is split into six specific tasks that, like any other model dealing with continuous improvement, are cyclical in nature and will ideally never end. It was designed to show that continuous effort is required to field a sustainable program that will support the strategic goals of the organization not only now but also in the future as needs change.

#### **Step 1—Define Customer and Stakeholder Requirements**

Understanding customer and stakeholder requirements is the cornerstone of a strong sense of strategic direction. These requirements will aid senior leadership in developing the strategic organizational goals necessary to achieve them.

#### **Step 2—Define Measures to Align with Organizational Goals**

The design team takes the information gained from Step 1 and designs a set of measures that accurately gauge performance toward achieving the requirements and strategic goals of the organization.

#### **Step 3—Implement Performance Measures**

Implementation of performance measures includes the rollout of measurement plans and training to the employees of an organization. Many organizations have their biggest problems within Step 3 due to poor planning and follow-through in previous areas and steps. The implementation step becomes easier when you methodically work the model to its fullest extent.

#### **Step 4—Measure, Monitor, and Analyze Performance Results**

After implementation, it is important to actually use the data that will be available through the system. To get value from a performance management and measurement program, organizations must collect, analyze, and report performance results to those within the organization that can alter and improve outcomes that lead to the achievement of the organization's strategic goals.

#### **Step 5—Update PM Approach and Measures**

Sometimes even the best-designed measures are wrong when looked at over time. This step is necessary to ensure that every measurement collected is valuable and useful to the organization. It is not uncommon for a number of measures to be dropped.

#### **Step 6—PM Program Integration**

To gain the full benefit of a sustainable program, it must be integrated into the other strategic programs of the organization. A strong performance management and measurement program supports the achievement of strategic goals across the organization.

#### **Area 4 – Program Enablers**

Design, implementation, and sustainability of a performance management and measurement program goes absolutely nowhere without a strong set of enablers. These enablers include the already mentioned senior leadership support, financial investment, communication, and training but also include IT enablement and the personal accountability of all employees for the success of the effort

## Instructions for Reporting Requirements

The following is broken into two sections: "Submissions to the NRC to be put into ADAMS" and "Submissions to the NRC not to be put in ADAMS." Technical work products will be put in ADAMS. Items that are purely contract-related will not be. ADAMS is the NRC's Agency wide Document Management System.

### Submissions to the NRC to be put in ADAMS

#### Scope

Deliverables that fall into this section include all reports that include "technical data and research results." This includes Monthly Technical Progress Reports (MTPR), draft reports, final reports, and project plans.

#### Monthly Technical Progress Reports (MTPR)

A Monthly Technical Progress Reports (MTPR) is to be submitted to the NRC Project Manager by the 20<sup>th</sup> of the month following the month to be reported.

#### Deliverable Format

Deliverables for this project will be provided in native format (e.g., WordPerfect 10), and Portable Document Format (pdf).

#### Concerning PDFs and Spreadsheet Submissions

Follow the guidance in NRC's E-Rule. Specifically the guidance in Appendix A: NRC Guidance for Electronic Submissions to the Commission governs the electronic submission of documents to the NRC. It includes the required procedures for corresponding electronically with the NRC via the Internet using Electronic Information Exchange (EIE) and by CD-ROM. The NRC Document Control Desk (DCD) does not accept e-mail transmissions, so that is not an option.

The NRC has prepared the Desk Reference Guide for PDF Document Generation to help its customers generate PDF (Portable Document Format) files that comply with NRC's specifications in Sections 2.1, 2.5, 2.6, and 2.9 of NRC's "Appendix A: Guidance for Electronic Submissions to the Commission"

#### Address for Submissions

All ADAM-bound deliverables for this contract will be addressed to the following address, regardless of whether submission is made via NRC's Electronic Information Exchange (EIE) or CD-ROM:

ATTN: Document Control Desk  
Office of Nuclear Regulatory Research  
Job Control Number JCN# XXXXXX  
United States Nuclear Regulatory Commission  
11555 Rockville Pike  
Rockville, MD 20852

**Submissions to the NRC that will not be put in ADAMS**Scope

Submissions to the NRC that fall into this section include contract-related materials such the Contractors proposal back to the NRC.

Addressee Only Envelope

All items in this section shall be transmitted in an "Addressee Only" Envelope.

Addresses

All items in this section are to be sent to two addresses:

U. S. Nuclear Regulatory Commission  
ATTN: NRC Project Manager Name, Office of Nuclear Regulatory Regulation  
Mail Stop: T10-XXX  
Washington, D.C. 20555-0001

United States Nuclear Regulatory Commission  
ATTN: Division of Contracts, Office of Administration  
Mail Stop: T7- 12  
Washington, D.C. 20555-0001

IDENTIFICATION / MARKING OF SENSITIVE UNCLASSIFIED AND SAFEGUARDS INFORMATION

The decision, determination, or direction by the NRC that information possessed, formulated or produced by the Contractor constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the tasks, the Contractor personnel shall clearly mark sensitive unclassified and safeguards information, to include for example, "OUO-Allegation Information" or OUO-Security Related Information" on any reports documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 "Safeguards Information") in maintaining these records and documents. The Contractor shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The Contractor shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6. A copy of DG-SGI-1, "Designation Guide for Safeguards Information" is included for Contractor personnel use in making determinations about what information requires protection in accordance with 10CFR 73.21 and Commission Orders authorized by the Atomic energy Act of 1954, as amended.

Sensitive Unclassified Non-Safeguards Information (SUNSI) Handling, Marking, and Protecting

If a deliverable contains SUNSI, it must be handled, marked, and protected in accordance with NRC policy. See: ComSecy 2005-0054 and NRC Policy for Handling, Marking and Protecting SUNSI. Contact the PM for up-to-date versions of the required SUNSI markings.

SUNSI that is transmitted over the Internet must be secured by a FIPS 140 compliant methodology. NRC standard for such transmission protection of SUNSI is SecureZip. Contact the PM for help in implementing SecureZip.

### Sample Projects

These are examples, but are not limited to, the areas RES envisions the contractor will provide support.

1. Complete the final phases of the Office Instruction Initiative. During FY 2005 RES completed the update of essentially all our Office Instructions.
  - A. Implementation Strategy and Timeframe (Info taken from Office Instruction Action Plan)

Upon formation of the initial RES Office Instruction Task Group, the implementation shall consist of four phases:

Phase I – Initiate RES Office Instruction Project

Staff project task group. Create new/revised work plan - ongoing. Include specific milestones to be incorporated in operating plan. Assign responsibilities, develop and roll out communication plan, project management plan and monitoring strategies.

Phase II – Review and assessment of current Office Letters

Involves review, indexing, and documentation of current RES office letters. This assessment would also include incorporating agency best practices, such as adaptation of selected NRR office instructions, as appropriate.

Phase III – Develop specific long-range RES plans and priorities regarding the RES Office Instruction Project (Scope/Planning/Strategies)

Involves identifying Office needs, priorities and gap closure strategies. Including resources (FTE/dollars), knowledge, skills and other attributes (e.g., work tools and technologies) needed for the organization to successfully achieve mission and business requirements. Includes identification of primary contact and responsible branch for work planning purposes.

Phase IV – Continuous monitoring, evaluation and assessment.

Integrate in everyday culture of the office. Incorporate into TAC management system, orientation, regular scheduled meetings, training, operating plan, etc.
2. Implement key human capital management initiatives including assessing training and development needs of new managers and supervisors. This will be performed using the standard work approach and under the direction of the Technical Project Manager. Example projects include:
  - A. Implementation and rollout of the new position recruiting process online library. The library will walk the RES supervisors through the basic steps in order to process a recruitment package. Additionally, the web page will contain, a supervisors handbook, policy expectations, process instructions and templates. Contractor support will be required to plan, assess, implement, and measure this initiative.
  - B. Standardization and education on office elements and standards (E&S) and performance appraisal tips, including assessment of issues and approaches to resolution. Include a metric of what constitutes a fully successful, excellent, or outstanding rating. Include language in GG 14 and 15 E&S for mentoring, training, and knowledge transfer of new hired staff.

- C. Human Capital Planning and knowledge management- Skill Gap Closure
- D. Communication
- E. Address issues associated with the RES Safety Culture survey results
- F. Document Control and mailroom support: Using the standard work approach, develop more effective and efficient strategies and tools to address these issues.

**SECTION C - CONTRACT CLAUSES****C.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)	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006

**C.2 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>

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(iii) Alternate II (OCT 1998) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- [X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [X] (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2006) of 52.225-3.
- (iii) Alternate II (JAN 2006) of 52.225-3.
- (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **C.4 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name:	Debbie Neff
Email:	DAN1@nrc.gov
Address:	U.S. Nuclear Regulatory Commission Mail Stop: T-10D15 Washington, DC 20555
Telephone Number:	(301) 415-8160

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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.

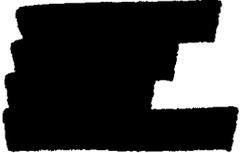
(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

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

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

**C.5 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.

**C.6 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.

### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

### **C.8 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.

### **C.9 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)

**C.10 '52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

### **C.11 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

## **C.12 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)**

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the

extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

**C.13 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

#### **C.14 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to

the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to

receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

### **C.15 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)**

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

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

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

any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

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

## **C.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL** (FEB 2004)

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."

**C.17 Badge Requirements for Unescorted Building Access to NRC  
Facilities (FEB 2004)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

**C.18 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution 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.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

**C.19 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 BILLING INSTRUCTION FOR LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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  
Mail Stop T-7-I-2  
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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  
11555 Rockville Pike - Mail Room  
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 and Property Management.

Agency Payment Office: Payment will be made by the following office:

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

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES  
AND  
SERVICES OTHER THAN PERSONAL**

**(SAMPLE FORMAT - COVER SHEET)**

Official Agency Billing Office  
U.S. Nuclear Regulatory Commission  
Division of Contracts and Property  
Management MS: T-7-I2  
Washington, DC 20555-0001

(a) Purchase Order No:  
(b) Voucher/Invoice No:  
(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice  
Name:  
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period \_\_\_\_\_ to \_\_\_\_\_.

<u>Amount Billed</u>	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

**D.2 NRC FORM 187- CONTRACT SECURITY REQUIREMENTS AND/OR CLASSIFICATION INFORMATION**

## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

**1. CONTRACTOR NAME AND ADDRESS**

**FocalPoint Consulting Group  
2311 Henslowe Drive  
Potomac, MD 20854**

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

**B. PROJECTED START DATE**

**C. PROJECTED COMPLETION DATE**

**2. TYPE OF SUBMISSION**

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

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

**A. DOES NOT APPLY**

**B. CONTRACT NUMBER**

**DATE**

**4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION**

**Support for RES' Business Process Re-engineering**

**5. PERFORMANCE WILL REQUIRE**

**A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION**

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

**NOT APPLICABLE**

**NATIONAL SECURITY**

**RESTRICTED DATA**

**SECRET**

**CONFIDENTIAL**

**SECRET**

**CONFIDENTIAL**

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION






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






3. GENERATION OF CLASSIFIED MATTER.






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






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






6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.






7. OTHER (Specify)






**B. IS FACILITY CLEARANCE REQUIRED?**

- YES  NO

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

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

ALL INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE Deborah Neff, Project Officer	SIGNATURE <i>Deborah Neff</i>	DATE 5/3/06
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

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

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

SPONSORING NRC OFFICE OR DIVISION (Item 10A)
  DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
  CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Mabel Lee, Director, PMDA/RES	SIGNATURE <i>Mabel Lee</i>	DATE 4/6/06
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon Stewart, Director, DFS/ADM	SIGNATURE <i>Sharon A Stewart</i>	DATE 5/10/06
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <i>DEBORAH A. SCOTT</i> MaryLynn Scott, Director, DCI/ADM <i>CLP 01/14</i>	SIGNATURE <i>Deborah A. Scott</i>	DATE 5/10/06

REMARKS