# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 of 17

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: SEP 28 2007
2. CONTRACT NO. (If any): GS35F0602J
3. ORDER NO.: DR-33-07-403
MODIFICATION NO.:
4. REQUISITION/REFERENCE NO.: OIS-07-403

5. ISSUING OFFICE (Address correspondence to):
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Michele Sharpe
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS:
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

7. TO:
a. NAME OF CONTRACTOR: ESI INTERNATIONAL, INC
b. COMPANY NAME:
c. STREET ADDRESS: 901 N GLEBE RD STE 200L
d. CITY: ARLINGTON
e. STATE: VA
f. ZIP CODE: 222031853

f. SHIP VIA:

8. TYPE OF ORDER
[ ] a. PURCHASE
REFERENCE YOUR
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: $115,222.00
710-15-5D1-114 J1134 252A 31x0200.710 Obligate: $115,222.00
DUNS# 120840798
FFS# 10770851C

10. REQUISITIONING OFFICE: CIO
Office of Information Services

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

12. F.O.B. POINT: Destination.

13. PLACE OF
a. INSPECTION: See Page #5
b. ACCEPTANCE: See Page #5

14. GOVERNMENT B/L NO.: N/A

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): See Page #5

16. DISCOUNT TERMS: N/A

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | This is an Indefinite Delievery Indefinite Quantity (IDIQ) Firm Fixed Price Delivery Order procuring services that provide the NRC with an IT Management Training and Certification Program.<br><br>The NRC reserves the right to offer all courses or a subset of those listed in the Requirements Section.<br>The Minimum Ordering Amount: $115,222.00<br>The Maximum Ordering Amount: $619,084.00<br>The ceiling for this Delivery Order is: $619,084.00<br><br>All work shall be completed in accordance with the NRC Statement of Work (SOW), the Terms and Conditions of this order and the Contractor's proposal dated September 7, 2007. All training shall be ordered through the issuance of Task Orders.<br><br>The NRC shall provide the Contractor six (6) weeks notice prior to delivery of a course. | | | | | |

SEE BILLING INSTRUCTIONS ON REVERSE

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

21. MAIL INVOICE TO:
a. NAME: U.S. Nuclear Regulatory Commission
Division of Contracts, Mail Stop T-7-I-2
b. STREET ADDRESS (or P.O. Box): Attn: DR-33-07-403
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

17(h) TOTAL (Cont. pages):
17(i). GRAND TOTAL: $115,222.00

22. UNITED STATES OF AMERICA
BY (Signature):

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
TEMPLATE - ADM002

SUNSI REVIEW COMPLETE
OCT 31 2007

ADM002

OPTIONAL FORM 347 (Rev. 2/2005)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

**2. Period of Performance:**

Base Period: October 1, 2007 – September 30, 2008
Option Year #1: October 1, 2008 – September 30, 2009
Option Year #2: October 1, 2009 – September 30, 2010
Option Year #3: October 1, 2010 – September 30, 2011
Option Year #4: October 1, 2012 – September 30, 2012

**3. GSA Schedules:**

The following GSA schedules all expire before the completion of the Delivery Order, but contain Evergreen Clause (I-FSS-163 Option to Extend the Term of the Contract). The Nuclear Regulatory Commission (NRC) expects this clause to be executed, and the contract extended. Refer to Pricing Assumption #2 in the Contractor's price proposal.

GS-23F-9815H: expires 09/30/2007
GS-02F-0058P: expires 12/31/2008
GS-35F-0602J: expires 07/21/2009

The contractor shall provide a copy of any GSA approved rate changes to the Contract Specialist within ten (10) days of the rate change. The Nuclear Regulatory Commission will not honor requests by the contractor for rate changes once an order has been placed by the Project Officer. The NRC shall be notified in advance of all rate changes and any approved rate changes shall not exceed 4%.

**4. Ordering:**

All classes shall be ordered through the issuance of Task Orders. This shall be done in accordance with clause 2052.216-72 Task Order Procedures (Oct 1999).

**5. Travel:**

Travel is authorized for the performance of this contract. All travel shall be done in accordance with the Federal Travel Regulations. The cost of travel shall not exceed the ceiling of $1,500.00 per class or $12,000.00 per year. The Contractor shall provide the NRC with an itemized invoice for all travel expenses.

**6. Inspection and Acceptance:**

All work shall be inspected and accepted by the NRC Project Officer at a location agreed upon between the Contractor and NRC Project Officer.

**7. Delivery:**

All training and deliverables shall be delivered in accordance with the Statement of Work.

**8. Attachments:**

Attachment #1: Statement of Work
Attachment #2: NRC Security Form-187
Attachment #3: Fixed Price Billing Instructions

## A.1 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on October 1, 2007 and will expire September 30, 2008.

## A.2 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

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

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

(2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

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

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

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

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

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

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

| | | |
|---|---|---|
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | JUL 2006 |
| 52.243-1 | CHANGES--FIXED PRICE | AUG 1987 |

ALTERNATE II (APR 1984)
52.245-1 GOVERNMENT PROPERTY JUN 2007

## A.3 Other Applicable Clauses

[] See Addendum for the following in full text (if checked)

[x] 52.216-18, Ordering

[x] 52.216-19, Order Limitations

[x] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[] 52.217-8, Option to Extend Services

[x] 52.217-9, Option to Extend the Term of the Contract

## A.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2007 through September 30, 2008.

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

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

## A.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $619,084.00;

(2) Any order for a combination of items in excess of $619,084.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## A.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2012.

## A.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 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 September 30, 2012.

## A.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## A.9 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

## A.10 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

## A.11 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. 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.

## A.12 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.

## A.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.

## A.14 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Sophonia Simms

Address: U.S. Nuclear Regulatory Commission
Mail Stop: O-6-E22
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-0601

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for roducts/services provided under the contract and make recommendations for approval, disapproval, or suspension.

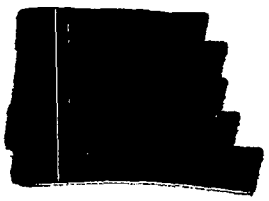
(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor emplyee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

## A.15 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 con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

## A.16 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 $619,084.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is 115,222.00. 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.17 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Refer to the Statement of Work
2.
3.

(b) The above listed equipment/property is hereby transferred from contract/agreement DR-33-07-403.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

## A.18 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)

## A.19 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

## A.20 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.

# ATTACHMENT #1

U. S. Nuclear Regulatory Commission (NRC)
Office of Information Services (OIS)

Statement of Work
NRC IT Project Management Training and Certification Program

**Section C. Statement of Work.**

**C.1. Background.**

The Nuclear Regulatory Commission (NRC), Office of Information Services (OIS) plans, directs, and oversees NRC information resources including technology infrastructure and delivery of information management services to meet the mission and goals of the agency. The Business Process Improvement and Applications Division (BPIAD), in conjunction with the Business Process Planning Management Branch (BPPMB), recognizes that well-trained and experienced IT program and project managers are critical to ensure that the NRC accomplishes its mission and goals effectively and responsibly.

Furthermore, the OMB requires that program and project managers who are assigned to major acquisitions investments possess core competencies and be certified. This is defined in OMB Circular A-11, Part 7, Exhibit 300 Planning, Budgeting, Acquisition, and Management of Capital Assets. Specifically, program and project managers assigned to information technology (IT) investments must meet the technical requirements of the OMB Exhibit 300 Circular A-11. Refer to http://www.whitehouse.gov/omb/circulars/a11/current_year/s300.pdf#part7, June 2007.

**C.2. Goals and Objectives**

The goal of this scope of work is to obtain a qualified contractor to establish and maintain an NRC IT Project Management Training and Certification Program. The graduates of this program will receive a Master's Certification in IT Project Management and be prepared to take the PMI PMP examination. This training and certification program will meet OMB guidelines and will be designed to equip NRC IT Project Managers with the skills, training, processes, and techniques required to successfully manage IT investments so that they are on time and within budget.

**C.3. Scope of Work**

**C.3.1.** The Contractor shall provide the necessary training for an NRC IT Project Management Training and Certification program for IT project managers, which shall include the following tasks:

**C.3.1.1.** Development of an NRC IT Project Management Training and Certification program. Course curriculum shall be based on the following requirements.

- OMB's Federal Acquisition Certification for Program and Project Managers Memorandum for Chief Acquisition Officers (http://www.whitehouse.gov/omb/procurement/workforce/fed_acq_cert_042507.pdf), April 25, 2007.

- OMB Exhibit 300, Circular A-11 and OMB essential competencies and proficiencies for all certification levels (http://www.whitehouse.gov/omb/circulars/a11/current_year/s300.pdf#part7), June 2007.
- The PMI Project Management Body of Knowledge (PMBOK) Process Areas (http://www.pmi.org).

**C.3.1.2.** The subject areas outlined in the statement of work (in Section B), in the area of procurement, shall complement the NRC's Internal Acquisition Training Program which includes five mandatory acquisition courses. See Appendix A for NRC Internal Acquisition Training Curriculum course titles and descriptions.

**C.3.3.** One previously completed PMI accredited IT project management training in the subject areas outlined in this statement of work taken within the last four (4) years shall be applied towards the coursework required for the Master's Certificate. Previously taken ESI courses, taken within the last four (4) years shall also apply. ESI will handle on a case-by-case basis any student who would like to receive credit for more than one class, from a different vendor, towards their Master's Certificate. See Pricing Assumption #3 on ESI's price proposal.

**C.3.4.** The Contractor shall establish and maintain a student summary in electronic format that documents attendee enrollment, daily attendance, and satisfactory completion of course requirements. This summary listing shall be provided to the NRC Project Officer daily.

**C.3.5.** The Contractor shall provide training materials for each class to include course documentation, handouts, best practices in IT project management, templates, and reference materials. The contractor shall deliver all training materials to the training site shown in C.3.7.

**C.3.6.** The Contractor shall administer a course evaluation to students during the last day of training. This evaluation shall address the students' satisfaction and effectiveness regarding each course and instructor.

**C.3.7.** The Contractor shall provide on-site training. This training shall be conducted at the NRC Professional Development Center (PDC) located at the following address:

U. S. Nuclear Regulatory Commission
Professional Development Center (PDC)
7201 Wisconsin Ave, Suite 425
Bethesda, MD 20814-4810
A three-block walk from the Bethesda Metrorail Station
Bethesda PDC phone number is 301-492-2000.
Fax number is: 301-492-2060

Or an alternate location.

**C.4. Specific Requirements.**

**C.4.1.** The Contractor shall use their own pre-existing training materials and shall provide government cases studies during course presentations. The Contractor shall provide a workbook for each trainee consisting of copies of the presentation slides, reference materials and other pertinent documentation to assist the students in successfully completing the training course.

**C.4.2.** The Contractor shall be familiar with OMB Guidelines related to Project Management as stated in section C.3.1.1.

**C.4.3.** The Contractor shall supply all personnel, training materials, and transportation required to perform the work described in this statement of work.

**C.4.4.** Within seven (7) business days of receipt of award, the Contractor will meet with the NRC Project Officer to discuss training logistics to include training dates, training room reservations, registering the Contractor (instructor) with security, and securing visitor parking (if available), and registering the NRC students who will be taking the course. This may be accomplished via email or a telephone call. See Section C.12.1 for the NRC Project Officer's contact information.

**C.4.5.** The target audience is NRC IT project managers of various project management proficiency levels. Attendance (minimum number of trainees) for each class is outlined in Section B.1.

**C.4.6.** The Contractor shall provide students with a signed certificate of completion after the successful completion of each course required for the Master Certificate. Additionally, after *all* class work is successfully completed, the contractor shall issue the Master's Certificate to the student within 30 days.

**C.4.7.** All material and information gathered and developed in the performance of the tasks listed in the contract shall be the property of the U.S. Government.

**C.4.8.** The Contractor shall conduct classroom training during business hours occurring Monday through Friday from 8:00 a.m. – 4:00 p.m. excluding Federal holidays.

**C.4.9.** The Contractor shall provide courses that qualify for Continuing Education Units (CEUs), Professional Development Units (PDUs), or college credit. The courses provided shall address the project management best practices and the Project Management Body of Knowledge (PMBOK) subject areas designed to prepare students to take the PMP certification examination.

**C.4.10.** The Contractor shall provide qualified instructors who are considered experts in the area of instruction. These instructors will be considered key personnel.

**C.4.11.** The Contractor shall incorporate government case studies, when appropriate or at the request of the NRC Project Officer.

**C.4.12.** The Contractor shall provide input regarding the appropriate number of attendees for each course and offer input regarding the scheduling and registration of courses.

**C.4.13.** The Contractor shall provide the NRC Project Officer with registration information when requested.

**C.4.14.** The Contractor shall offer training at the Contractor's training facilities in the event that a student cannot attend courses under this contract under circumstances at no fault of the government. The class shall be at no additional cost to the government.

## C.5. Period of Performance / Option Periods

| | |
|---|---|
| Base Period: | 10/01/2007 – 09/30/2008 |
| Option Year #1: | 10/01/2008 – 09/30/2009 |
| Option Year #2: | 10/01/2009 – 09/30/2010 |
| Option Year #3: | 10/01/2010 – 09/30/2011 |
| Option Year #4: | 10/01/2011 – 09/30/2012 |

**Funding is available for the courses outlined in the base year only.** The NRC will commit to the minimum number of trainees per course as stated in Section B.1.

## C.6. Contractor Personnel

In the event of temporary absences such as, but not limited to, Contractor personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence. NRC is a secure facility; therefore, the Contractor must be escorted by an NRC employee at all times when in the NRC facilities.

## C.7. Contractor Responsibilities

The services performed under this Delivery order by the Contractor, Contractor's personnel, consultants, or sub-Contractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this Delivery order.

## C.8. Government Furnished Equipment, Facilities, and Services

The NRC will provide or make available to the Contractor at the site of training in Bethesda, Maryland, with Government furnished classroom space, white board, work desk, office supplies, and information technology (IT) equipment (computer, monitor, keyboard), IT services and IT access (e.g., Internet) necessary to provide the required services. The Contractor is responsible for providing personnel with existing knowledge and significant experience in using office information technology equipment. The Contractor is responsible for the Contractor employee's appropriate use of Government furnished equipment, services, and access. The Contractor and the Contractor's personnel are prohibited from misuse of Government furnished equipment and services.

## C.9. Reporting Requirements.

Several of the courses will be scheduled for specific dates. Dates of other courses will be determined by the Contractor and the NRC Project Officer. The Contractor shall show that it has met its obligations through the following means:

**C.9.1.** Class Rosters and Course completion Results – Daily attendance for each class shall be taken and the names of attendees provided to the NRC Project Officer at the end of each class day by fax (301)415-6440 or e-mail directed to the NRC Project Officer.

**C.9.2.** Final class attendance and course completion results (pass/failure) will be provided to the NRC Project Officer upon the completion of the course. Notations will be made to clearly identify students who failed to meet attendance requirements or who failed the course.

**C.9.3.** Training classes – a schedule of the classes giving location, time, and attendees shall be presented to the NRC Project Officer for approval.

**C.9.4.** Status meetings – the Contractor will meet with the NRC Project Officer to discuss the status of services, customer satisfaction, review of the effectiveness of the program, schedule, milestones, deliverables, and costs. Frequency of the meetings will be determined by the NRC Project Officer.

**C.9.5.** Course evaluations shall be provided to the students at the beginning of each course to be filled out and returned at the completion of the course. These evaluations will be given to the NRC Project Officer within a week after the course is completed. Results of the evaluations and recommendations for changing the courses will be discussed at the status meetings and adjustments to the courses will be made as necessary.

## C.10. Special Consideration

In the event of an unforeseeable or catastrophic circumstance, the NRC will not be held responsible for paying a cancellation fee. The NRC Project Officer will notify the Contractor as soon as possible about cancellations or changes in logistics.

## C.11. Deliverables

The NRC Project Officer is responsible for the acceptance of deliverables and reviewing progress against milestones.

**C.11.1.** Deliverables shall include:

**C.11.1.1.** Instructor information (name, contact information, bio) – Due 14 days prior to the beginning of the course.

**C.11.1.2.** Course materials, i.e., course documentation, handouts, best practices in IT project management, templates, and reference materials. Due 1 week prior to the beginning of the course.

**C.11.1.3.** Class attendance sheets daily.

**C.11.1.4.** Students' completion of course results not later than 1 week after course completion.

**C.11.1.5.** Student evaluation sheets and instructor feedback sheets not later than 1 week after course completion.

## C.12. Submission of Deliverables:

All deliverables shall be submitted (as indicated in Section C.11) to the NRC Project Officer. A copy of the monthly status report shall also be forwarded to the NRC Project Officer and the Contracting Officer.

**C.12.1** All written materials will be produced in one or more of the following formats: MS Office 2003 (Word, Excel, Powerpoint)

**Project Officer:** Sophonia Simms
U.S Nuclear Regulatory Commission
OIS/BPIAD/BPPMB
11545 Rockville Pike, Mail Stop T6C-20M
Rockville, MD 20852-2738
Phone #: (301)415-0601
Fax #: (301)415-5367
Email: sxs14@nrc.gov

**Project Manager:** Sandra Valencia
U.S Nuclear Regulatory Commission
OIS/BPIAD/BPPMB
11545 Rockville Pike, Mail Stop T6C-32
Rockville, MD 20852-2738
Phone #: (301)415-0661
Fax #: (301)415-5367
Email: sxv2@nrc.gov

## APPENDIX A:
## NRC Acquisition Course Titles and Description

### 1. Acquisition Workshop Overview

This 7-hour workshop serves as the primer for the other workshops in the acquisition training program. The workshop familiarizes participants with the entire NRC acquisition process including FAR/FIRMR applicability, commercial contracts, and DOE laboratory interagency agreements. The workshop concentrates on those areas which involve or are the responsibility of the Project Manager, the Contracting Officer, and the Designating Official.

### 2. Developing Independent Government Cost Estimates

This 4-hour workshop focuses on the importance of establishing an independent Government cost estimate, the mechanics of the process, and components that can be used in its development. Please bring a calculator to the class session

### 3. Contract Administration

The course focuses on monitoring project results and costs from commercial contracts and DOE laboratory agreements.

### 4. Organizational Conflict of Interest

This 4-hour workshop discusses agency policy regarding organizational conflict of interest for commercial contracts and agreements placed with Department of Energy (DOE laboratories). This workshop is one of 5 required workshops for Project Manager certification.

### 5. Preparing Statements of Work/Performance-Based Service Contracting

This 7-hour workshop is designed to adequately prepare project managers to develop succinct and complete SOWs to ensure that Contractors and DOE laboratories fully understand project's scope, meet work objectives, and deliver useful products in a timely manner and at a reasonable cost.

The workshop defines what a statement of work is and identifies the basic elements comprising a Statement of Work. The workshop reviews the various stages in writing a Statement of Work and includes the content and preparation of a Statement of Work outline. Examples of each element of the Statement of Work format are provided for review and study. The workshop emphasizes the need for proper language to use in the Statement of Work to enhance clarity of Content.

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

# CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

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**

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

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

| A. DOES NOT APPLY | B. CONTRACT NUMBER | DATE |
|---|---|---|
| [x] | | |

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**NRC IT Project Management and Certification Program**

**5. PERFORMANCE WILL REQUIRE**

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
- [ ] YES (If "YES," answer 1-7 below)
- [x] NO (If "NO," proceed to 5.C.)

| | NOT APPLICABLE | NATIONAL SECURITY | | RESTRICTED DATA | |
|---|---|---|---|---|---|
| | | SECRET | CONFIDENTIAL | SECRET | CONFIDENTIAL |
| 1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION | [ ] | [ ] | [ ] | [ ] | [ ] |
| 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 [x] NO

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

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

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

F. [x] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

| NAME AND TITLE | SIGNATURE | DATE |
|---|---|---|
| Sophonia M. Simms, Branch Chief | Sophonia M. Simms | 8-1-07 |

## 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

**Not applicable**

## 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<br>**James Corbett** | SIGNATURE | DATE 8/1/07 |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY<br>for **Mark Lombard** | SIGNATURE Calvin Byrd | DATE 8/22/07 |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)<br>Robert Webber | SIGNATURE | DATE 8/30/07 |

REMARKS

ATTACHMENT #3

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)

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

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

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

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

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

A copy of any invoice which includes a purchase of property valued at the time of purchase at $5,000 or more, shall additionally be sent to:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop -O-2G-11
Washington, DC 20555-0001

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

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

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

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

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

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

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

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

2. Contract number.

3. Sequential voucher/invoice number.

4. Date of voucher/invoice.

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

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

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

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

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

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

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

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

**Supersession: These instructions supersede any previous billing instructions.**