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

1. REQUISITION NO. NRR-08-069

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE: See Block 30c.

4. ORDER NO.: NRC-DR-03-08-069

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jeffrey R. Mitchell, 301-415-6465
Mail Stop: T7-I2
Washington, DC 20555

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
  - [ ] SMALL BUSINESS
  - [ ] EMERGING SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
  - [x] 8(A)

NAICS:
SIZE STANDARD:

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

12. DISCOUNT TERMS: Net 30

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

U.S. Nuclear Regulatory Commission

Washington DC 20555

16. ADMINISTERED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

17a. CONTRACTOR/OFFEROR — CODE 103462490 — FACILITY CODE

KMC, INC

ATTN: JASON CAI

9538 LAGERSFIELD CIR

VIENNA VA 221816174

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY — CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7-I-2
Attn: (NRC-DR-03-08-069)
11555 Rockville Pike
Rockville MD 20852

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide the U.S. Nuclear Regulatory Commission services described in the "Statement of Work" and in accordance with the terms and conditions of this contract. ORCA.GOV; Reps and Certs incorporated by reference. This is a Labor Hour Type Contract.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
820-15-111-160 J-4119 252A 31x0200.820
Obligate $39,798.80

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [x] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Jason Cai

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Jason Cai President

30c. DATE SIGNED: 4/16/2008

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

31c. DATE SIGNED: 4/11/2008

AUTHORIZED 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

APR 28 2008

ADM002

A.2 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)

BASE AWARD					
CLIN	LABOR CATEGORY	TASK	EST. HOURS	FIXED RATE	EST. TOTAL
001	Program Manager	1,2,4,5	[redacted]		$6,196.50
002	Senior IT Specialist	1,2,4,5			$33,602.30
					$39,798.80

OPTIONAL TASK 3					
CLIN	LABOR CATEGORY	TASK	EST. HOURS	FIXED RATE	EST. TOTAL
003	Senior IT Specialist	Optional Task 3	[redacted]	[redacted]	$6,952.20
					$6,952.20

ESTIMATED TOTAL INCLUDING OPTIONS	$46,751.00

(a) The total estimated cost to the Government for full performance under this contract is $39,798.80.

(b) The amount obligated by the Government with respect to this contract is $39,798.80.

A.3 STATEMENT OF WORK

TITLE: Staffing Plan Application Pilot for the Office of Nuclear Reactor Regulation

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Nuclear Reactor Regulation (NRR), Division of Program Management, Policy Development & Analysis Staff (PMDA) has been using a legacy Staffing Plan application for over 10 years. This application is based on a tool that is not consistent with agency standards, is out of support, and is in need of a technology refresh.

The NRC Office of Nuclear Security and Incident Response (NSIR) recently engaged contractor support to develop a robust Staffing Plan Application based on currently supported technology. As such, PMDA recently acquired this Staffing Plan application from NSIR. The application was delivered with an empty database thus allowing PMDA to begin to configure and use it in its current state.

In order for this application to be of optimal value to PMDA, existing data from the current application (AIMS) will need to be migrated to the new Staffing Plan Application. After PMDA has used the application for a few weeks, there will likely be a need for certain enhancements or modifications.

II. OBJECTIVE

The overall objective of this effort is to obtain contractor services to fully configure the Staffing Plan Application for use by PMDA/NRR. This includes any initial setup activities required to differentiate NRR use from NSIR, data migration from the legacy application to the new Staffing Plan Application, gathering requirements for any subsequent enhancements or modifications, and development and deployment of any enhancements or modifications.

The specific objectives of this Statement of Work are the following:

(1) Develop a MS-Project Plan to reflect anticipated activities required to fully configure the Staffing Plan Application for use by PMDA including estimated hours for each task/subtask, and the resources required for the individual subtasks

(2) Make any changes, or add any data to the application to allow NRR users to begin using the Staffing Plan Application prior to the migration of data from the legacy application

(3) Optionally, move any and all relevant data from the existing legacy database to the Staffing Plan Application database

(4) Collect and consolidate enhancement requirements from PMDA users to use for subsequent system modifications

(5) Develop a System Requirement Specification document based on NRR requested enhancements. Also provide a corresponding MS-Project Plan and estimated number of hours to develop, test, and deploy each enhancement

(6) Based on the enhancement requests identified in the previous task, develop, test and deploy an enhanced Staffing Plan Application

It is expected that the existing Staffing Plan Application will provide the following functions:

- Manage Position
- Manage Staff
- Manage Vacancy
- Manage In-Rotation
- Manage Office
- Manage Division
- Manage Deputy Director
- Manage Branch
- Manage Team

It is also expected that the existing Staffing Plan Application will provide the following reports:

- FY Staffing Plan
- FY Staffing Plan With Burn Rate
- Vacancy Report

III. SCOPE OF WORK

The Contractor shall develop a formal deliverable, known as the **"Staffing Plan Application for the Office of Nuclear Reactor Regulation"**. This deliverable shall reflect NRR as the organizational user, allow select NRR staff to administer the Staffing Plan Application (manage users as well as other user configurable data, backup and recovery, database tuning), contain all applicable data satisfactorily migrated from the legacy application, and reflect all PMDA approved enhancements. The application shall perform within agreed upon criteria for response times and accuracy. This deliverable shall also contain final versions of the project schedules and documentation for each of the individual work products that the contractor develops during the course of this project. To this end, the contractor shall perform the following:

A. Task 1 – DEVELOP PROJECT SCHEDULE

Requirement: The contractor shall provide an update to the initial Work Breakdown Structure (WBS) provided with the contractor's proposal, consisting of the hierarchy of the Staffing Plan Application work that aligns with the management direction detailed in the first three tasks:

(1) **Initial Setup**
(2) **Database Migration, and**
(3) **Enhancement Requirements Development**

The schedule shall be developed using the currently available version of Microsoft Project software that allows resource loading of activities, conducting critical path analysis and statusing the progress of the scheduled activities.

Standard: Project Schedule must address all requirements identified in the SOW and be delivered on schedule.

Quality Assurance Surveillance Plan: 100% inspection of the project schedule.

Deliverable: The deliverable for this task shall be the final Project Schedule that addresses 1) Initial Setup, 2) Database Migration, and 3) Enhancement Requirements Development as identified in the SOW.

Incentive/Deduction: Full payment for 100% compliance. A deduction of $100.00 will be taken each day the plan is delivered late.

A kickoff meeting will be held after contract award to discuss this schedule (among other topics) and any changes to the schedule deemed necessary will be discussed and agreed upon at that time.

B. Task 2 – INITIAL SETUP OF THE EXISTING STAFFING PLAN APPLICATION

Requirement: The contractor shall install the most currently available version of the Staffing Plan Application and database and prepare the Staffing Plan Application for use and data entry by NRR administrator and staff, prior to the migration of data from the legacy application - baseline version. The contractor shall make any static data changes to reports, screen text, or any other instances where NSIR related literals or text exist within the Staffing Plan Application and need to be changed to reflect NRR as the user. The contractor shall provide for establishment of a select NRR user as the application administrator. I.e., someone who can manage users as well as other user configurable data, perform backup and recovery, and database tuning. The contractor shall provide instruction on system operation to the Human Capital Branch.

Standard: Reports, screen text, or any other instances where NSIR related literals or text exist, are changed to reflect NRR as the user.

Quality Assurance Surveillance Plan: 100% inspection of the Staffing Plan Application.

Deliverable: The deliverable for this task shall be the fully functional Staffing Plan Application that reflects NRR as the user organization.

Incentive/Deduction: Full payment for 100% compliance. A deduction of $50.00 will bee taken for any instances where NSIR literals are not corrected.

C. Optional Task 3 – DATA MIGRATION

Award of the optional task will be based on the contractor's ability to meet the milestones and cost of the preceding tasks. The NRC reserves the right not to exercise the optional task. Exercise of the optional task is subject to availability of funds, management approval to proceed, and successful completion of the initial tasks.

Requirement: The contractor shall analyze legacy data structures (source) relative to the existing Staffing Plan Application data structures (target). See **Attachment No. 1 – AIMS Data Structures** for AIMS record layouts. The contractor shall copy any and all relevant data from the existing legacy database to the Staffing Plan Application database and provide a data migration plan that must be approved by NRR staff prior to execution. This plan will provide at a minimum the following:

1. Which source fields will be moved to which target fields
2. All source fields that will not be moved
3. All target fields that will not be populated
4. All target fields that must be programmatically generated. I.e., created by a data migration routine instead of originating from the source.
5. All target fields that are combinations of two or more source fields.

PMDA/NRR staff will review the plan within 5 business days and upon approval of the data migration plan, the contractor shall execute the data migration of the source data to the target database.

The contractor shall provide a data migration execution report. This report will provide at a minimum the following:

6. Number of records read
7. Number of records written
8. Number of records failed and the reason why

NRR staff will review the results of the completed data migration by using the application (windows and reports) and by inspecting the database tables. Any errors identified by NRR staff will be remedied and the migration executed again – either in part, or in entirety at the discretion of NRR. This process will be repeated until no additional errors are found.

Standard: Data Migration Plan is complete and addresses all elements in the SOW.

Quality Assurance Surveillance Plan: 100% inspection of the Staffing Plan Application, and the migration of data from the Legacy application.

Deliverable: The deliverables for this task shall be the fully functional Staffing Plan Application that reflects NRR as the user organization, with all appropriate data migrated from Legacy application; the Data Migration Plan, and the Data Migration Execution Report.

Incentive/Deduction: Full payment for 100% compliance. A deduction of $200.00 will be taken for each revision to the Plan needed to address SOW requirements the contractor omitted.

D. Task 4 – ENHANCEMENT REQUIREMENTS DEVELOPMENT

Requirement: After PMDA has had sufficient opportunity to use the application (duration to be determined at the kickoff meeting), the contractor shall gather and consolidate any requirements for enhancements from a select list of NRR staff. The contractor shall recommend different options for gathering enhancement requirements. I.e., schedule meeting(s), send out questionnaire(s), individual interviews, to name a few.

Based on these enhancement requests, the contractor shall develop a System Requirement Specification (SRS) document, a MS Project schedule and a level of effort (LOE) estimate of the number of hours to develop, test and deploy each enhancement. Enhancements could be either to the application or to reports. PMDA will review these three documents and will approve or reject some or all of the enhancements.

Standard: All of the enhancement requirements of the HCB shall be captured.

Quality Assurance Surveillance Plan: 100% inspection that the enhancement requirements of HCB were captured.

Deliverable: The deliverable for this task shall be a System Requirement Specification (SRS) document, a MS Project Schedule and an estimated Level of Effort (LOE) in number of hours to develop all of HCB's enhancement requirements.

Incentive: Full payment for 100% compliance.

E. Task 5 – DEVELOP, TEST AND DEPLOY ENHANCEMENT

Requirement: Once PMDA has signed off on the SRS, Project Schedule and Level of Effort estimate, the contractor shall build these requested enhancements into the baseline Staffing Plan Application. The contractor shall use their development environment for this purpose but shall deploy the completed Staffing Plan Application onto NRR's server for UAT – as long as there is adequate space and there will be no adverse affect on the baseline Staffing Plan Application. PMDA will provide feedback to the contractor indicating whether the enhancement satisfies the requirement, or does not. In cases where the enhancement fails to satisfy the requirement, this process will be repeated until all enhancement requirements are satisfied.

Standard: The Staffing Plan Application shall be fully functional and reflect NRR as the user organization, and all enhancement requirements of HCB shall be captured.

Quality Assurance Surveillance Plan: 100% inspection of the Staffing Plan Application, and that the enhancement requirements of HCB were captured.

Deliverable: The deliverable for this task shall be the fully functional Staffing Plan Application that reflects NRR as the user organization, with all appropriate data migrated from Legacy application and all HCB's enhancement requirements satisfied.

Incentive: Full payment for 100% compliance.

IV. INFORMATION TECHNOLOGY INFRASTRUCTURE

Existing Clients and Tools:

The contractor shall ensure that Staffing Plan Application software and any software tools used or recommended are compatible with the following clients and tools:

- SQL Server 2005
- .NET structure
- XP Client Agent
- Novell NetWare Client for Windows NT/XP/2000
- Microsoft Office
- LANDesk version 8
- ZENWorks for Desktops version 6
- Symantec Anti-virus agent version 8
- Executive Software Diskkeeper 8.0.459.0
- GroupWise 5.5.5
- SecureZIP™ - Version 8.20
- QuickTime 6.3

V. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide an appropriate number of qualified staff performing this effort. There is a requirement to obtain individuals who possess two different types of technical expertise. The first requirement is that at least one of the personnel assigned to this effort shall be knowledgeable and experienced in MS SQLServer development and the second requirement is for an expert in the application of Microsoft .NET. In addition, prior experience with Staffing Plan projects such as this one is preferred.

It is the responsibility of the contractor to assign technical staff, subcontractors, or specialists who have the required expert qualifications to those areas of this Statement of Work (SOW) where their educational background, experience, or combination thereof is most appropriate. The NRC will rely on representations made by the contractor concerning the qualifications of personnel assigned to this task order including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

If any work will be subcontracted or performed by consultants, the contractor shall obtain written approval from the NRC Project Manager (PM) of the subcontractor or consultant before initiating any subcontract for any adjustments made subsequent to contract award. Conflict of interest considerations shall apply to any subcontracted effort.

A. Personnel

The expected Key Personnel positions for this order are:

1. Project Manager
2. Senior IT Specialist

VI. WORK REQUIREMENTS

The following represent the type of work that is expected as products from this SOW:

- Interim deliverables that represent an iterative development approach.
- Written, final deliverable that encompasses all work completed, plus Lessons Learned and Recommendations for Continuous Improvement.
- Review, revise, and update the Microsoft Project Gantt Charts.
- Microsoft Project Schedules with Resource Loading and identified Baselines.
- Staffing Plan Application ready for use and data entry by NRR administrator and staff prior to the migration of data from the legacy application.
- Implementation tools such as: Staffing Plan Application Data Dictionary.
- Recommendations for Training and Training Materials.
- Data migration plan that must be approved by NRR staff prior to execution (optional Task 3).
- Data migration execution report (optional Task 3).
- SQL Server 2005 database containing data successfully migrated from the source AIMS application (optional Task 3).
- System Requirement Specification document.
- MS-Project Plan reflecting the enhancement System Requirement Specification
- Estimated number of hours to develop, test and deploy each enhancement.
- An enhanced Staffing Plan Application for PMDA User Acceptance Testing (UAT).
- An enhanced and error free Staffing Plan Application following satisfactory PMDA UAT.

The contractor shall propose a Technical Approach for achieving the objectives identified in this SOW that encompasses all of the requirements identified in the Scope of Work, and the Work Requirements and Schedule.

The contractor shall follow a quality control plan which outlines the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of each deliverable.

VII. DELIVERY SCHEDULE FOR TASKS

The contractor shall deliver all Documentation in the form of formal written reports, and appropriate accompanying electronic files, including printed copies of the automated schedules. Work will commence immediately upon issuance of the delivery order award, and clearance processing.

The contractor shall attend a kick-off meeting with NRC staff within 5 working days of award of the task order, or as otherwise directed by the NRC TM. The purpose of the initial meeting is to discuss and finalize the draft, initial project plan, provided in response to the request for proposal. The NRC TM and contractor PM shall establish the elements of the final project plan, inclusive of deliverables, schedules, staffing, and shall discuss expectations and objectives of the project.

The contractor staff shall perform the order in accordance with the final project plan approved by the NRC TM. A copy of the contractor's draft Project Plan shall be delivered in hard copy to the NRC TM and PM within 15 days following the project kickoff meeting, and a final project plan with NRC comments within 15 days, for incorporation into the contract.

DELIVERABLE SCHEDULE	DUE DATE
Contract Award	Project Start (PS)
Project Kickoff Meeting	PS + 2 Days
Draft Contractor Project Plan (representing Refined Project Approach)	PS + 5 Days
Final Contractor Project Plan (representing Refined Project Approach with NRC input)	PS + 7 Days
Task 1 - Develop Project Schedule	PS + 7 Days
Task 2 - Initial Setup of the Existing Staffing Plan Application	PS + 9 Days
Optional Task 3 - Data Migration	PS + 23 Days
Task 4 - Enhancement Requirements Development	PS + 37 Days
Task 5 - Develop, Test And Deploy Enhancement (Representing All Final Deliverables)	PS + 51 Days
Minutes from Meetings, as requested	Due 5 days after meeting

VIII. PERIOD OF PERFORMANCE

The overall period of performance will be 12 months from the award date of this order.

IX. PERFORMANCE REQUIREMENTS

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of work. All deliverables required under this order must be delivered to the NRC in electronic format (Word) and ADOBE Acrobat Portable Document Format (PDF). At the same time, the contractor shall provide 3 printed copies of each deliverable. The contractor shall deliver draft versions of all deliverables required under this order, and directions for using and maintaining the Staffing Plan Application. The Performance Requirement Summary which follows, outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

PERFORMANCE REQUIREMENTS SUMMARY

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Task 1 - Project Schedule	Project Schedule must address all requirements identified in the SOW and be delivered on schedule	Technical Monitor or designee will inspect for 100% compliance with the established standard	Full payment for 100% compliance A deduction of $100.00 will be taken each day the plan is delivered late
Task 2 - Initial Setup of the Existing Staffing Plan Application	Reports, screen text, or any other instances where NSIR related literals or text exist, are changed to reflect NRR as the user	Technical Monitor or designee will inspect for 100% compliance with the established standard	Full payment for 100% compliance A deduction of $50.00 will bee taken for any instances where NSIR literals are not corrected
Task 3 - Data Migration	Data Migration Plan is complete and addresses all elements in the SOW	Technical Monitor or designee will inspect for 100% compliance with the established standard	Full payment for 100% compliance A deduction of $200.00 will be taken for each revision to the Plan needed to address SOW requirements the contractor omitted
Task 4 - Enhancement Requirements Development	All enhancement requirements of HCB captured	Technical Monitor or designee will inspect for 100% compliance with the established standard	Full payment for 100% compliance
Task 5 - Develop, Test, and Deploy Enhancement (Representing All Final Deliverables)	Same standard as Task 2 plus all enhancement requirements satisfied	Technical Monitor or designee will inspect for 100% compliance with the established standard	Full payment for 100% compliance

X. PLACE OF PERFORMANCE

Place of performance shall be divided, as appropriate for the work underway, between the contractor's work site and the NRC. For example, the contractor may be required to work on-site at the NRC Headquarters for extended periods of time in order to conduct interviews with NRC staff and access the IT infrastructure, but contractor staff may perform work at their contractor site when such work entails preparing deliverables, and similar non-technical tasks.

XI. GOVERNMENT FURNISHED EQUIPMENT

The NRC will be responsible for furnishing the following equipment/resources:

- **Windows Server** - access to this server running SQL Server 2005 with .NET structure shall be provided primarily on-site, with limited capability off-site access available via CITRIX Broadband with an NRC User Account (upon contractor's obtaining appropriate security clearance).

- **Legacy Application** - access to this MS Access application shall be provided on-site.

- **NRR Staff** - shall provide information and insights into the legacy application features, functions and where possible, data structures. NRR Staff will also be made available for interviews as part of the Enhancement Requirements Development task.

XII. TRAVEL AND MEETINGS

Travel includes local travel **only**. The Contractor shall be reimbursed for local travel.

Up to two contractor employees will attend approximately 5 meetings and working visits to the NRC to develop the project plan and implement the Staffing Plan Application requirements. NRC may also visit contractor's facilities periodically for interface meetings. It is expected that travel is local only, however Video/conference calls may also be used.

XIII. REPORTING REQUIREMENTS

A. Weekly Activity Reports and Meetings

The contractor shall provide Weekly Activity Reports and conduct a status meeting that covers accomplishments, work planned, action items, risks, and includes any exceptions or changes to the existing plans, as well as resource information such as hours expended by task/employee and cumulative costs for actual work performed. The weekly report will be delivered by Wednesday COB for review prior to a weekly Thursday Project Meeting. This meeting is the contractor's opportunity to review the status report, and to cover management issues and any technical issues that would impact schedule, cost, or project success.

B. Monthly Letter Status Report

The contractor shall provide a Monthly Status Report to the NRC Project Officer (PO), Technical Monitor (TM), Contracting Officer (CO), G. Tharpe, NRR/PMDA, and R. Skinker, OCFO, by the 15th of each month, in a format similar to the sample contained in **Attachment No. 2**. The report should be transmitted electronically to the PO at saa2@nrc.gov, TM at gxy@nrc.gov, G. Tharpe at gat1@nrc.gov, and R. Skinker at rks2@nrc.gov with a hard copy sent to the CO. The report shall provide the technical and financial status of the effort.

The technical status section of the report shall contain a summary of the work performed under each task during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs,

and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/order. Additionally, the report shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than $500.

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.

XIV. ATTACHMENTS

Attachment No. 1 – AIMS Record Layouts (Vendor has copy electronically; or ; Furnished upon request)
Attachment No. 2 – Sample Monthly Status Report
Attachment No. 3 – NRC Form 187

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.4 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

A.5 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Sally Adams

Address: Mail Stop: O-13-E-19
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-0209

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

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

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

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.6 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.7SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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), SF- 85P, and Contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

(End of Clause)

A.8 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, 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 shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/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 OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS 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.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or su bcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

A.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)

(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:

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), 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 (July 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 (Nov 2007) (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) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 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.

[] (12) 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).

[] (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[] (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C 632(a)(2)).

[x] (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

[x] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[x] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[x] (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[x] (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[] (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[] (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

[] (ii) Alternate I (Aug 2007) of 52.222-50.

[] (25)(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)).

[] (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

[] (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[] (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

[] (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (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, 109-53 and 109-169).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (31) 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).

[] (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (34) 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)).

[] (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[x] (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (40)(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:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

[] (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(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 (vii) 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 $550,000 ($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 (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 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.

A.10 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by--

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

52.213-3	NOTICE TO SUPPLIER	APR 1984
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

A.11 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.12 Other Applicable Clauses

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

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

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

[] 52.217-8, Option to Extend Services

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

A.13 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.14 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.15 INTERNET "COOKIES"

Neither NRC nor its third party contractors that manage or develop the NRC web site shall send persistent cookies, place persistent cookies on users' computers, nor collect personally identifiable information from visitors to the NRC web site unless in addition to clear and conspicuous notice, the following conditions are met: [there is] a compelling need to gather the data on the site; [there are] appropriate and publicly disclosed privacy safeguards for handling of information derived from "cookies"; and personal approval [is obtained from] the head of the agency.

A.16 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

Attachment No. 2

SAMPLE MONTHLY STATUS REPORT

Monthly Status Report for.....
Under JCN-.....

A. Contract/Order Identification and Financial Summary Information

Contract/Agreement Number	JCN Number	Task Order Number
	J-	

Project Title:

Project Manager		
NRC Technical Monitor		
NRC Project Officer	Sally Adams	(301) 415-0209

Total Award Amount:

Funds Obligated to Date:

Total Costs Incurred This Reporting Period Direct:

Total Costs Incurred This Reporting Period Indirect:

Cumulative Costs to Date:

Percent Expended (Cum Cost/Obligated):

Balance of Obligated Funds Remaining:

Balance of Fund Required for Completion:

Period of Performance:

Spending Plan

	10/03	11/03	12/03	01/04	02/04	03/04	04/04	05/04	06/04	07/04	08/04	09/04	10/04	11/01	12/04	Total
Planned	Xx												-	-	-	
Revised Plan	Xxx												-	-	-	
Actual	Xx												-	-	-	

B. Efforts Completed/Schedule Milestone Information

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	38989		
2				

C. Work Performed

Work under this task is XX percent complete.

SubTask 1
SubTask 2 "xx"

D. Problem/Resolution

E. Travel for This Period

Name	Start Date	End Date	Destination

F. Plans for Next Period

SubTask 1
SubTask 2

G. Staff Hour Summary

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	V. Jones	100	50	100% Completed
	A. Smith		50	
2	H. Henry	120	25	25% complete
	R. Adams		0	

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

KMC, Inc.
9538 Lagersfield Cir.
Vienna, VA 22181

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
02/24/2008	02/23/2009

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

Staffing Plan Application Pilot for NRR - Setup and Configuration Services
JCN: J-4119
RFPA: NRC-03-08-069

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

F. [ ] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE	SIGNATURE	DATE
Sally Adams, Technical Assistance Project Manager NRR/PMDA/FMB	Sally Adams	1/24/08

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 **Reginal W. Mitchell, Director, PMDA/NRR**	SIGNATURE Ben Hicks for	DATE 1/29/08
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY **Mark D. Lombard, ~~Acting~~ Director, ADM/DFS**	SIGNATURE	DATE 2/6/08
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) DONALD A. KING BRANCH CHIEF **~~Mary Lynn Scott~~, Director, ADM/DC**/CMB4	SIGNATURE Donald A. King	DATE 3/6/08

REMARKS