

<b>AWARD/CONTRACT</b>	<b>1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)</b>	<b>RATING</b> N/A	<b>PAGE OF PAGES</b> 1 / 80
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<b>2. CONTRACT NO.</b> (Proc. Inst. Ident.) NRC-03-08-085	<b>3. EFFECTIVE DATE</b> 09/30/2008	<b>4. REQUISITION/PURCHASE REQUEST/PROJECT NO.</b> 03-08-085 Dated 07/01/2008
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<b>5. ISSUED BY:</b> U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Nicole A. Pratt, 301-492-3622 Mail Stop TWB-01-B10M Washington, DC 20555	<b>CODE</b> 3100	<b>6. ADMINISTERED BY (if other than Item 5)</b> U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop TWB-01-B10M Washington, DC 20555	<b>CODE</b> 3100
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<b>7. NAME AND ADDRESS OF CONTRACTOR</b> (No. street, city, county, State and ZIP Code)  XA SYSTEMS, LLC  1568 SPRING HILL RD  MCLEAN VA 221023016	<b>8. DELIVERY</b> <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	<b>9. DISCOUNT FOR PROMPT PAYMENT</b>  Net 30
	<b>10. SUBMIT INVOICES</b> (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

<b>CODE</b> 092854194	<b>FACILITY CODE</b>
<b>11. SHIP TO/MARK FOR</b> U.S. Nuclear Regulatory Commission Mail Stop TWB-01-B10M Washington DC 20555	<b>12. PAYMENT WILL BE MADE BY</b> Department of Interior National Business Center 7301 W. Mansfield Ave. Attn: Fiscal Services Branch D2770 Denver CO 80325-2230

<b>13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) <input type="checkbox"/>	<b>14. ACCOUNTING AND APPROPRIATION DATA</b> 820-15-111-112 J4150 252A 31X0200.820 Duns: 09-285-4194 FFS:NRR-08-085 <b>OBLIGATE: \$138,300.00</b>
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall provide the U.S. Nuclear Regulatory Commission with expert assistance for "Infrastructure and Planning Support for the Center for Planning and Analysis" as described in Section C.1 "Statement of Work" and in accordance with the terms and conciliations of this contract.  THIS IS A LABOR HOUR CONTRACT.  Period of Performance 09/30/2008 - 09/29/2011				

**15G. TOTAL AMOUNT OF CONTRACT** \$877,991.90

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

<b>17.</b> <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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<b>19A. NAME AND TITLE OF SIGNER</b> (Type or print) William A. Jones, CEO & Managing member	<b>20A. NAME OF CONTRACTING OFFICER</b> Donald A. King Contracting Officer
<b>19B. NAME OF CONTRACTOR</b> BY <i>[Signature]</i>	<b>20B. UNITED STATES OF AMERICA</b> BY <i>[Signature]</i>
<b>19C. DATE SIGNED</b> 9/30/08	<b>20C. DATE SIGNED</b> 9/30/2008

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TEMPLATE - ADM001

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**I) ESTIMATED LABOR YEAR ONE**

Labor Category	Description	Est. Hours	Labor Rate	Total Estimated Price
Task Leader / Project Engineer	Senior Information Engineer	[REDACTED]	[REDACTED]	\$94,942.50
Business Process Modeler	Subject Matter Expert	[REDACTED]	[REDACTED]	\$101,850.00
Data Analyst / Transformation	Subject Matter Expert	[REDACTED]	[REDACTED]	\$90,986.00
<b>Total Hours Year One</b>		[REDACTED]		
<b>Total Year One</b>				<b>\$ 287,778.50</b>

**II) ESTIMATED LABOR YEAR TWO**

Labor Category	Description	Est. Hours	Labor Rate	Total Estimated Price
Task Leader / Project Engineer	Senior Information Engineer	[REDACTED]	[REDACTED]	\$96,840.00
Business Process Modeler	Subject Matter Expert	[REDACTED]	[REDACTED]	\$103,890.00
Data Analyst / Transformation	Subject Matter Expert	[REDACTED]	[REDACTED]	\$92,808.40
<b>Total Hours Year Two</b>		[REDACTED]		
<b>Total Year Two</b>				<b>\$ 293,538.40</b>

**III) ESTIMATED LABOR YEAR THREE**

Labor Category	Description	Est. Hours	Labor Rate	Total Estimated Price
Task Leader / Project Engineer	Senior Information Engineer	[REDACTED]	[REDACTED]	\$97,875.00
Business Process Modeler	Subject Matter Expert	[REDACTED]	[REDACTED]	\$105,000.00
Data Analyst / Transformation	Subject Matter Expert	[REDACTED]	[REDACTED]	\$93,800.00
<b>Total Hours Year Three</b>		[REDACTED]		
<b>Total Year Three</b>				<b>\$ 296,675.00</b>

**TOTAL** [REDACTED] **\$877,991.90**

**B.1 PROJECT TITLE**

The title of this project is as follows:

"Infrastructure and Planning Support for the Center for Planning and Analysis"

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

## (a) Brief description of work:

The objective of this contract is to obtain expert assistance to support the infrastructure and operational development activities of the Office of Nuclear Reactor Regulation (NRR) Center for Planning and Analysis.

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

**B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)**

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$877,991.90. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$300,000.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK*****"Infrastructure and Planning Support for the Center for Planning and Analysis"*****1. BACKGROUND**

The Office of Nuclear Reactor Regulation (NRR) is responsible for ensuring the public health and safety through licensing and inspection activities at all nuclear power reactor facilities in the United States. With approximately 600 staff members, NRR performs oversight of all aspects of licensing and inspection of manufacturing, production, and utilization facilities (except for facilities reprocessing fuel and performing isotropic fuel enrichment), and receipt, possession, and ownership of source, byproduct, and special nuclear material used or produced at facilities licensed under 10 CFR Part 50.

Following a 1999 study<sup>1</sup>, NRR established the Work Planning Center (WPC or the Center) to centralize workload management. The WPC established internal processes to integrate and centralize NRR tracking systems, standardize and centralize NRR reporting, capture best practices, and centralize resource allocation and workload planning to make NRR activities and decisions more effective, efficient, and realistic consistent with strategic and operating plan goals.

In a 2007 study<sup>2</sup>, it was clear that NRR needed to modernize and transform the business approaches and methodologies used to monitor, track, and manage projects, and business operations. According to the study, the most significant challenges facing the WPC effort are to improve information systems and increase staff capacity and capabilities within the WPC. The current systems have user interfaces that most staff consider cumbersome and/or lacking in key functionality. Staff limitations make it difficult to accommodate a larger share of the NRR's work processes and to provide more tailored solutions that respond to specific client requirements.

In its effort to address issues raised in the 2007 study, NRR transformed the WPC into the Center for Planning and Analysis (CPA or the Center). The Center offers a significant opportunity to further improve work planning, project support and therefore project outcomes at NRR. Realizing this potential will require both improving capabilities with regard to the current mission and expanding capabilities to offer complementary and more tailored services.

**2. OBJECTIVES**

The objective of this contract is to obtain expert assistance to support the infrastructure and operational development activities of the CPA.

**3. TECHNICAL AND OTHER SPECIAL QUALIFICATION REQUIRED**

The personnel assigned to this effort shall be knowledgeable and experienced in the areas of project and program management, organizational assessment, strategic planning, business process mapping, cost/benefit analysis, and general data analysis.

The contractor shall also provide a project manager to oversee the effort and to ensure the timely submission of quality deliverables such that all information is accurate and complete. The project manager shall be responsible for coordinating task order efforts, ensuring that the work is focused and on track; identifying problems with established schedules, costs and overall

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<sup>1</sup>Arthur Anderson, Washington, D.C Benchmarking Report and Recommendations for NRR Centralized Work Planning, September 30, 1999]

<sup>2</sup> Focal Point Consulting Team, Washington, D.C. [Centralized Work Planning Assessment Report, January 2008]

budget; updating the contractor spending plan; ensuring the quality of deliverables so that all information and data are accurate and complete, and performing project management duties. In addition, the project manager shall be responsible for assuring that work done for the NRC is performed adequately and the contractor's methods and approaches of executing the work are integrated to include all the appropriate and relevant disciplines. The project manager can also serve as a team member.

The contractor is responsible for assigning staff, subcontractors, or specialists who have the required educational background, work experience, or a combination thereof to meet the objectives of the effort specified in this statement of work (SOW). NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned, including assurance that all information contained in the technical and cost proposal, including resumes, is accurate and truthful.

**4. SCOPE OF WORK**

The Contractor shall assist CPA staff with work activities which support the Office's goal of utilizing effective business methods and solutions to achieve excellence in accomplishing the Office's mission.

All work will be ordered on a task-ordering basis in accordance with the Task Order procedures contained in this SOW. It is likely that a number of task orders may be in place simultaneously.

Contractor assistance may encompass the following categories of support:

**CATEGORY 01: PROCESS MODELING and BUSINESS DOCUMENTATION**

- Assist in developing models for NRR business processes.
- Assist in documenting these business processes
- Assist in communicating these models as standardized Office business practices.

The contractor shall utilize a consistent approach, tool, and methodology for developing all business process models which are diagrams clearly depicting what work is performed and associated workflows, who performs the work, and which information, products, or services are the outcomes from the process. The contractor shall define its modeling approach and methodology to the CPA prior to the start of the overall modeling initiative.

Note that the scope of the contractor's business process modeling may include the following NRR centralized work planning activities. Refer to Appendix A for a representative sample of the milestones associated with each process.

Operating Reactor Licensing Actions - Amendments
Operating Reactor Licensing Actions - Exemptions
Operating Reactor Licensing Actions - Other Reviews
Operating Reactor Licensing Actions - License Transfers
Operating Reactor Licensing Actions - Orders
Operating Reactor Licensing Actions - Program Reviews
Operating Reactor Licensing Actions - Reliefs
Operating Reactor Licensing Actions - Power Uprates
Operating Reactor Licensing Actions - Topical Reports
Operating Reactor Licensing Actions - iSTS Conversions
Operating Reactor Other Licensing Tasks - TIAs
iSTS Program Development - TSTF Travelers

Vendor/Owners Group - Topical Reports (non-Docket)
Vendor/Owners Group - Topical Reports
Rulemaking - Petitions for Rulemaking
Reactor Licensing - Initial Event Followup Activities
Operating Reactor License Renewal - Other Reviews
Operating Reactor License Renewal - Safety Reviews
Rx Insp & Perf Assessment - ROP Feedback Process
New Rx Licensing - ESBWR SER with Open Items
New Rx Licensing - ESBWR RAIs and draft SER
New Rx Licensing - Regulatory Infrastructure - Inspection Procedures
New Rx Licensing - SRP Updates

The contractor shall employ the following in developing the business process models.

- Use of existing documentation provided by the CPA and other NRR subject matter experts.
- Interviews and analysis sessions with NRR subject matter experts.

Deliverables for each process the contractor models shall include the following.

- Draft model.
- Draft written documentation describing the model and process.
- Review of the draft with CPA and NRR subject matter experts.
- Modifications to the model and documentation (if necessary).
- Finalized model and documentation. Note that a deliverable is not deemed final until NRR stakeholders have concurred.

#### **CATEGORY 02: PROJECT ENGINEERING**

- Support the development of Work Breakdown Structures (WBS), project schedules, project management controls and reports for NRR business processes.
- Assist in initiating, developing, and implementing project management business practices.
- Support the implementation of Enterprise Project Management (EPM) through the use of EPM tools in NRR. These activities shall include the use of project management best practices and the Project Management Body of Knowledge (PMBOK). The current implementation of EPM consists of Microsoft Project, Microsoft Project Server, SharePoint, SQLServer, and Crystal Reports.

The Contractor shall develop formal deliverables related to the EPM tool within NRR. These deliverables shall be the final version of project schedules and documentation for each individual work product the contractor develops during the course of this contract. The scope of work is to provide continuous, accurate, and timely deliverables in support of NRR project management activities. To this end, the contractor shall perform the following.

##### **1. Development of NRR EPM Global Business Requirements and Implementation Approach**

Using existing documentation provided by the CPA and stakeholder analysis, the contractor shall create a NRR EPM Global Business Requirements and Implementation Approach. This document shall contain NRR business requirements and the contractor's recommendations for improving the EPM

implementation approach within NRR. The recommendations, results of stakeholder analysis, and business review shall be delivered in one comprehensive document called the NRR EPM Global Business Requirements and Implementation Approach. This document is designed to represent NRR's path forward in implementing EPM.

2. Development of NRR Project Schedules.

Develop detailed project schedules for the 12 processes within Centralized Work Planning and the NFPA 805 program. Note that the schedules shall be developed from a work breakdown structure (WBS) and shall be developed in Microsoft Project 2007 or the latest version of Microsoft Project currently employed in NRR.

3. Maintenance of Project Schedules.

The Contractor shall maintain project schedules and perform scheduling activities. Note: that all project scheduling shall be consistent across NRR and the scheduling approach shall be contained in the NRR EPM Global Business Requirements and Implementation Approach. A review of existing scheduling practices in the Office of New Reactors (NRO) shall be employed in order to recommend a consistent approach for NRR. Note that NRO is the business sponsor for EPM.

4. Global Project Plan and Status Reporting for the CPA.

The contractor shall develop a project plan and project schedule to communicate the scope of work. The project schedule shall be updated to reflect work accomplished.

5. Establish EPM Infrastructure

Develop implementation approach and proposal for establishing an EPM instance for use within NRR. (Refer to Appendix B for description of current EPM infrastructure)

**CATEGORY 03: DATA ANALYSIS and BUSINESS TRANSFORMATION**

- Assist in developing data collecting, analysis, and reporting procedures.
- Assist in developing and implementing a performance management framework aligned with NRR business strategies.

The Contractor shall develop formal deliverables related to Business Intelligence (BI) solutions. These solutions will help promote a more proactive, adaptive planning environment in which NRR can evaluate competing needs and make sound recommendations based on accurate, reliable and timely information. Task-specific BI solutions requests will help NRR improve accountability, insight and control. To this end, the contractor shall be employed in the following areas:

Data Collection: Develop reports that analyze trends and historical results and projects expected performance.

Report Creation: Produce dynamic reports with hierarchical drill-down capability from summary to detail. Create reports that measure performance and corporate goals.

Report Dissemination: Develop system that presents data in user-friendly portals accessible across NRR in real-time. Develop customized documentation through managed dashboards, scorecards, queries and other analytical tools.

Interactive Reporting: Provided collaborative application with narrative ability that creates an environment that allows for efficient and rapid changes across all levels.

Performance Management: Conduct detailed analysis of strategic Key Performance Indicators (KPIs).

## 5. DELIVERABLES

### Monthly Status Report

The contractor shall provide a Monthly Status Report to the NRC Project Officer (PO), Technical Monitor (TM), Contracting Officer (CO), and OCFO, by the 15th of each month, in a format similar to the sample contained in Attachment 1. The report should be transmitted electronically to the PO 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; risks and issues to include mitigation 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. 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.

### Technical Reporting Requirements

Technical reporting requirements will be identified in each Task Order statement of work.

## 6. PERFORMANCE REQUIREMENTS

The deliverables required under this effort must conform to the standards contained or referenced in each task order SOW.

**7. MEETINGS AND TRAVEL**

Travel

Each task order will specify the required travel.

The contractor shall coordinate all travel arrangements in advance with the NRC CO.

Meetings

Each task order will specify the required meetings.

There will be monthly status meetings for the duration of the period of performance.

**SECTION D - PACKAGING AND MARKING**

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

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

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

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

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

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

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

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.247-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) F.O.B. DESTINATION	NOV 1991

**F.2 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

**F.3 2052.211-72 FINANCIAL STATUS REPORT-ALTERNATE 1 (OCT 1999)**

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

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.

- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Property status:
- (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."
  - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(3) of this clause.
  - (4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.
- (j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.
- (k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

#### **F.4 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

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

#### **F.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on 09/30/2008 and will expire 09/29/2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

**F.6 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (1 Electronic copy)

Alesha Bellinger - [Alesha.Bellinger@nrc.gov](mailto:Alesha.Bellinger@nrc.gov)

(b) Technical Monitor (1 Electronic copy)

Sophonia Simms - [Sophonia.Simms@nrc.gov](mailto:Sophonia.Simms@nrc.gov)

(c) Contract Specialist (1 Electronic copy)

Nicole A. Pratt - [Nicole.Pratt@nrc.gov](mailto:Nicole.Pratt@nrc.gov)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 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: Alesha Bellinger  
Address: Nuclear Regulatory Commission  
MS: O13-E19  
Washington, DC 20555  
Telephone Number: 301-415-0596  
Email: [Alesha.Bellinger@nrc.gov](mailto:Alesha.Bellinger@nrc.gov)

(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.

## **G.2 TECHNICAL MONITOR**

a) The Technical Monitors for this contract is:

Sophonia Simms  
Nuclear Regulatory Commission  
MS: 013-E19  
Washington, DC 20555  
(301) 415-0601  
[Sohonia.Simms@nrc.gov](mailto:Sohonia.Simms@nrc.gov)

- b) The Technical Monitor may issue technical instructions from time to time during the duration of this task order. Technical instructions must be within the general statement of work stated in the contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. The contractor shall refer to Section G.1 of the contract for further information and guidance on any technical directions issued under this contract.
- c) Any modifications to the scope-of-work, cost or period of performance of this task order must be issued by the Contracting Officer and will be coordinated with the NRR Project Officer."

### **G.3 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.

#### **G.4 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

#### **G.5 ORDERING PROCEDURES (MAY 1991)**

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

N/A

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 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.

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

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

 **Project Advisor/Quality Assurance**

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

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

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

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

### **H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)**

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

1. Workspace
2. Desktop Personal Computer (Only NRC authorized software and applications may be used.)
3. Telephone

(b) The above listed equipment/property is hereby transferred from contract/agreement n/a.

(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.

### **H.4 SEAT BELTS**

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

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

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

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

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

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

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

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

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

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

(End of Clause)

## **H.7 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.

## **H.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

## **H.9 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.

## **H.10 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.

#### **H.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](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **H.12 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 narcotics 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 subcontractor 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)

### **H.13 SECURITY 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 narcotics 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)

#### **H.14 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.

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006

52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

**I.3 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 September 30, 2008 through September 29, 2011.

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

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

**I.4 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 \$877,991.90;

(2) Any order for a combination of items in excess of \$877,991.90; or

(3) A series of orders from the same ordering office within 5 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.

**I.5 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 6 months.

#### **I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online

Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541611 assigned to contract number NRC-03-08-085.

[Contractor to sign and date and insert authorized signer's name and title].

### **I.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### **I.8 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)**

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

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

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

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

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

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

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at

any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

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

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

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

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

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

(h) Interim payments on contracts for other than services.

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

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

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

### **1.9 52.249-14 EXCUSABLE DELAYS (APR 1984)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

### **1.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Appendix A – CWP Process Names & Milestones		4
2	Appendix B – Information Technology Infrastructure		4
3	Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008)		4
4	NRC Form 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS		2
5	CPA Concept of Operations		19

## Appendix A.

## CWP Process Names and Milestones

1. 111102 + LA = Operating Reactor Licensing Actions - Amendments
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	RAI Issued to Licensee	RAI Sent to PM
<b>Milestone 2:</b>	RAI Response from Licensee	SE Sent to PM
<b>Milestone 3:</b>	SE Issued to Licensee	
  
2. 111102 + LE = Operating Reactor Licensing Actions - Exemptions
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	RAI Issued to Licensee	RAI Sent to PM
<b>Milestone 2:</b>	RAI Response from Licensee	SE Sent to PM
<b>Milestone 3:</b>	SE Issued to Licensee	
  
3. 111102 + LR = Operating Reactor Licensing Actions - Reliefs
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	RAI Issued to Licensee	RAI Sent to PM
<b>Milestone 2:</b>	RAI Response from Licensee	SE Sent to PM
<b>Milestone 3:</b>	SE Issued to Licensee	
  
4. 112130 + DX = Operating Reactor License Renewal - Other Reviews
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	RAI Issued to Licensee	Acceptance Review Inputs
<b>Milestone 2:</b>	RAI Response from Licensee	Formal Audit Needs List
<b>Milestone 3:</b>	Issued to Licensee - FSEIS	SAMA RAI Inputs
		Site Audit Support
		Environmental RAIs due
		SAMA Inputs to DSEIS
		Inputs to Scoping Summary Report
		Inputs to Draft SEIS
		SAMA Inputs to FSEIS
		Environmental Inputs to FSEIS
  
5. 112130 + LX = Operating Reactor License Renewal - Safety Reviews
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	RAI Issued to Licensee	RAI Sent to PM
<b>Milestone 2:</b>	RAI Response from Licensee	SE Sent to PM
<b>Milestone 3:</b>	SE Issued to Licensee	
  
6. 111102 + LS = Operating Reactor Licensing Actions - Power Upgrades
 

	<b>Manager Milestone:</b>	<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	Acceptance Review to Licensee	Acceptance Review to PM
<b>Milestone 2:</b>	Initial Notice to Federal Register	RAI / Draft SE Input to PM
<b>Milestone 3:</b>	RAI Issued to licensee	SE Input to PM
<b>Milestone 4:</b>	RAI Response from Licensee	Prepare for ACRS Subcommittee
<b>Milestone 5:</b>	Issue EA	Prepare for ACRS full Committee
<b>Milestone 6:</b>	Prepare draft SE/send to ACRS	
<b>Milestone 7:</b>	Issue Proprietary Determination letter	
<b>Milestone 8:</b>	Issue License Amendment	
<b>Milestone 9:</b>	Issue Press Release	

## CWP Process Names and Milestones

- |     |   |  |   |
|-----|---|--|---|
| 7.  | 111113A + RT = Vendor/Owners Group - Topical Reports  |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> Acceptance Review to Vendor/Owner                                       |  | Acceptance Review to PM                 |
|     | <i>Milestone 2:</i> RAI Issued to Vendor/Owner  |  | RAI Sent to PM                          |
|     | <i>Milestone 3:</i> RAI Response from Vendor/Owner  |  | Draft SE Input Sent to PM               |
|     | <i>Milestone 4:</i> Draft SE Issued to Vendor/Owner   |  | Resolve Draft SE Comments               |
|     | <i>Milestone 5:</i> Draft SE Comments from Vendor/Owner                                     |  |   |
|     | <i>Milestone 6:</i> Final SE Issued to Vendor/Owner   |  |   |
| 8.  | 171107 + ND + *CIP:* = New Rx Licensing - Regulatory Infrastructure - Inspection Procedures |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> Send Draft IP to Region for Comment                                     |  | Draft IP Completed by Technical Branch  |
|     | <i>Milestone 2:</i> Receive Comments on Draft IP from Region                                |  | Compl Draft IP Update w/Region Comments |
|     | <i>Milestone 3:</i> IP Completed / Ready for Issue  |  |   |
| 9.  | 111104 + RA = Operating Reactor Other Licensing Tasks - TIAs                                |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> RAI Sent to Licensee  |  | RAI to PM                               |
|     | <i>Milestone 2:</i> Licensee Responds to RAI  |  | Draft TIA Evaluation to PM              |
|     | <i>Milestone 3:</i> Draft Evaluation to Region for Comment                                  |  | Final TIA Evaluation to PM              |
|     | <i>Milestone 4:</i> Region Provides Comments to PM  |  |   |
|     | <i>Milestone 5:</i> PM Issues Final TIA Evaluation  |  |   |
| 10. | 171107 + NS = New Rx Licensing - SRP Updates  |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> Prepare SRP ACRS Concurrence Package                                    |  | Send SRP Scoping Memo to PM             |
|     | <i>Milestone 2:</i> Prepare SRP CRGR Concurrence Package                                    |  | Send SRP Update Input to PM             |
|     | <i>Milestone 3:</i> Issue Draft SRP   |  |   |
|     | <i>Milestone 4:</i> Issue Final SRP   |  |   |
| 11. | 111122B + NG + *Evaluation:* = Reactor Licensing - Initial Event Followup Activities        |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> Send Followup questions to Licensee(s)                                  |  | Send Followup Questions to IOEB         |
|     | <i>Milestone 2:</i> Receive Licensee(s) Response to Questions                               |  | Send Evaluation Report to IOEB          |
|     | <i>Milestone 3:</i> Receive Reactive Inspection Report                                      |  |   |
|     | <i>Milestone 4:</i> Send Responses to Review Branch(es)                                     |  |   |
|     | <i>Milestone 5:</i> Issue Closure / Evaluation Memo   |  |   |
| 12. | 111106 + RO + *TSTF* = ISTS Program Development - TSTF Travelers                            |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> Acceptance Review to TSTF   |  | Acceptance Review to ITSB Lead          |
|     | <i>Milestone 2:</i> RAI to TSTF   |  | RAI sent to ITSB Lead                   |
|     | <i>Milestone 3:</i> RAI Response from TSTF  |  | Draft Package input sent to ITSB Lead   |
|     | <i>Milestone 4:</i> Draft Package issued to TSTF or FRN                                     |  | Resolve Draft Package Comments          |
|     | <i>Milestone 5:</i> Draft Comments Resolved   |  |   |
|     | <i>Milestone 6:</i> Final Package to TSTF via FRN or NRC Web                                |  |   |
| 13. | 171103 + DA + *RAI/pSER* = New Rx Licensing - ESBWR RAIs and draft SER                      |  |   |
|     | <b>Manager Milestone:</b>   |  | <b>Reviewer Milestone:</b>              |
|     | <i>Milestone 1:</i> No Milestones Defined   |  | No Milestones Defined                   |

## CWP Process Names and Milestones

14. 111113A + NT = Vendor/Owners Group - Topical Reports (non-Docket)
- |                     | Manager Milestone:                  | Reviewer Milestone:       |
|---------------------|-------------------------------------|---------------------------|
| <i>Milestone 1:</i> | Acceptance Review to Vendor/Owner   | Acceptance Review to PM   |
| <i>Milestone 2:</i> | RAI Issued to Vendor/Owner          | RAI Sent to PM            |
| <i>Milestone 3:</i> | RAI Response from Vendor/Owner      | Draft SE Input Sent to PM |
| <i>Milestone 4:</i> | Draft SE Issued to Vendor/Owner     | Resolve Draft SE Comments |
| <i>Milestone 5:</i> | Draft SE Comments from Vendor/Owner |                           |
| <i>Milestone 6:</i> | Final SE Issued to Vendor/Owner     |                           |
15. 171103 + DA + \*SER/OI\* = New Rx Licensing - ESBWR SER with Open Items
- |                     | Manager Milestone:              | Reviewer Milestone:       |
|---------------------|---------------------------------|---------------------------|
| <i>Milestone 1:</i> | SER with Open Items to Licensee | SER with Open Items to PM |
16. 111102 + LM = Operating Reactor Licensing Actions - License Transfers
- |                     | Manager Milestone:         | Reviewer Milestone: |
|---------------------|----------------------------|---------------------|
| <i>Milestone 1:</i> | RAI Issued to Licensee     | RAI Sent to PM      |
| <i>Milestone 2:</i> | RAI Response from Licensee | SE Sent to PM       |
| <i>Milestone 3:</i> | SE Issued to Licensee      |                     |
17. 111102 + LO = Operating Reactor Licensing Actions - Orders
- |                     | Manager Milestone:       | Reviewer Milestone: |
|---------------------|--------------------------|---------------------|
| <i>Milestone 1:</i> | Order Issued to Licensee | Order Sent to PM    |
18. 111102 + LQ = Operating Reactor Licensing Actions - Program Reviews
- |                     | Manager Milestone:         | Reviewer Milestone: |
|---------------------|----------------------------|---------------------|
| <i>Milestone 1:</i> | RAI Issued to Licensee     | RAI Sent to PM      |
| <i>Milestone 2:</i> | RAI Response from Licensee | SE Sent to PM       |
| <i>Milestone 3:</i> | SE Issued to Licensee      |                     |
19. 111102 + LT = Operating Reactor Licensing Actions - Topical Reports
- |                     | Manager Milestone:         | Reviewer Milestone: |
|---------------------|----------------------------|---------------------|
| <i>Milestone 1:</i> | RAI Issued to Licensee     | RAI Sent to PM      |
| <i>Milestone 2:</i> | RAI Response from Licensee | SE Sent to PM       |
| <i>Milestone 3:</i> | SE Issued to Licensee      |                     |
20. 111102 + LL = Operating Reactor Licensing Actions - Other Reviews
- |                     | Manager Milestone:         | Reviewer Milestone: |
|---------------------|----------------------------|---------------------|
| <i>Milestone 1:</i> | RAI Issued to Licensee     | RAI Sent to PM      |
| <i>Milestone 2:</i> | RAI Response from Licensee | SE Sent to PM       |
| <i>Milestone 3:</i> | SE Issued to Licensee      |                     |
21. 111102A + LA = Operating Reactor Licensing Actions - ISTS Conversions
- |                     | Manager Milestone:                           | Reviewer Milestone:                      |
|---------------------|--|--|
| <i>Milestone 1:</i> | Issue Enhanced Acceptance Review to Licensee | Provide Enhanced Acceptance Review to TM |
| <i>Milestone 2:</i> | Complete RAI Input                           | Send RAIs to ITSB Section Lead           |
| <i>Milestone 3:</i> | Receive Formal RAI Responses / Revision      | SE Sent to ITSB Section Lead             |
| <i>Milestone 4:</i> | Finalize SE and send to TS Conversion PM     |  |
22. 122150 + ND + \*ROPFF\* = Rx Insp & Perf Assessment - ROP Feedback Process
- |                     | Manager Milestone:                    | Reviewer Milestone:  |
|---------------------|---------------------------------------|--|
| <i>Milestone 1:</i> | Issue ROP Feedback Process Resolution | Complete Acceptance Review<br>Send Proposed Resolution to IRIB |

## CWP Process Names and Milestones

### 23. 111120C + NA = Rulemaking - Petitions for Rulemaking

<b>Manager Milestone:</b>		<b>Reviewer Milestone:</b>
<b>Milestone 1:</b>	Comments to RDEB on Draft Notice of Receipt	Petition Submitted to NRC
<b>Milestone 2:</b>	Conduct Petition Review Board Meeting	Copy of Petition Forwarded to NRR
<b>Milestone 3:</b>	DPR DD Informs ET/ALT; EDO Highlight	Draft Notice FRN and Fast Track to NRR
<b>Milestone 4:</b>	Issue PRB Meeting Summary	Notice of Receipt FRN Published
<b>Milestone 5:</b>	Receive OGC Concurrence and Statement of	Public Comment Period Ends
<b>Milestone 6:</b>	Receive NRR Office Director Concurrence	Commission Issues SRM
<b>Milestone 7:</b>	Receive EDO Concurrence	Letter Sent to Petitioner
<b>Milestone 8:</b>	Petition Closure Package to RDEB	OFR Closure FRN Published
<b>Milestone 9:</b>	Issue Press Release (if applicable); EDO	

**Appendix B****INFORMATION TECHNOLOGY INFRASTRUCTURE****Microsoft Project Server Enterprise Infrastructure**

The EPM solution represents the integration of technologies already in use at NRC in the OIS Production Operations Environment (POE), and is based on the following standard three-tiered architecture:

- Client Tier (Presentation)
  - Microsoft Project Professional – Used to:
    - Publish project and resource information to the Project Server
    - Manage updates to project plans stored on the project server
  - Microsoft Project Web Access (PWA) – Provides access to:
    - Project Views
    - Status Reports
    - Project Server Administration
    - Risk Tracking
    - Issue Tracking

PWA provides access to the above via the use of Active X controls that are automatically downloaded to the end users workstation the first time PWA is opened in the end users web browser. PWA web pages are standard Hypertext Mark-up Language (HTML) provided through Active Server Pages (ASPs) from a Microsoft Internet Information Server (IIS) co-hosted on the Project Server.

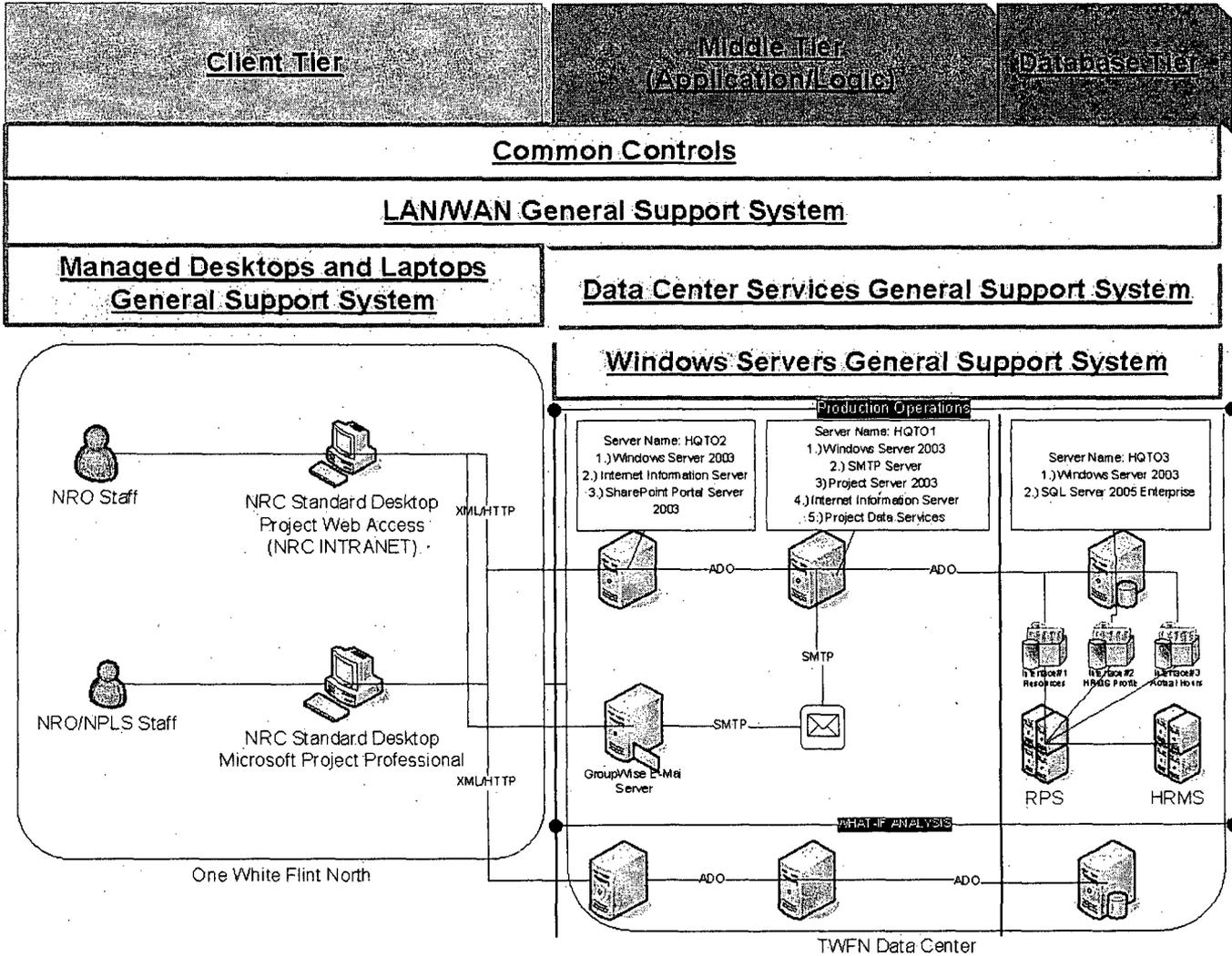
- Middle Tier (Application/Logic)
  - Project Server – Provides:
    - Enterprise project management features and tools
    - Communicates with the client tier (clients) via:
    - IIS Project Server ASP pages
    - Project Data Services (PDS)

PDS is a component of the Project Server security architecture that oversees access to project data. Clients such as Project Professional and PWA access the PDS to obtain portfolio data. Requests to the PDS are made through an Extensible Markup Language (XML) interface and responses are returned to the client in XML.

The client application queries the PDS for connection information to the Project Server database. Using this information, the application connects to the Project Server database and queries the database to retrieve and update information for the projects and resources that the application is authorized to view.

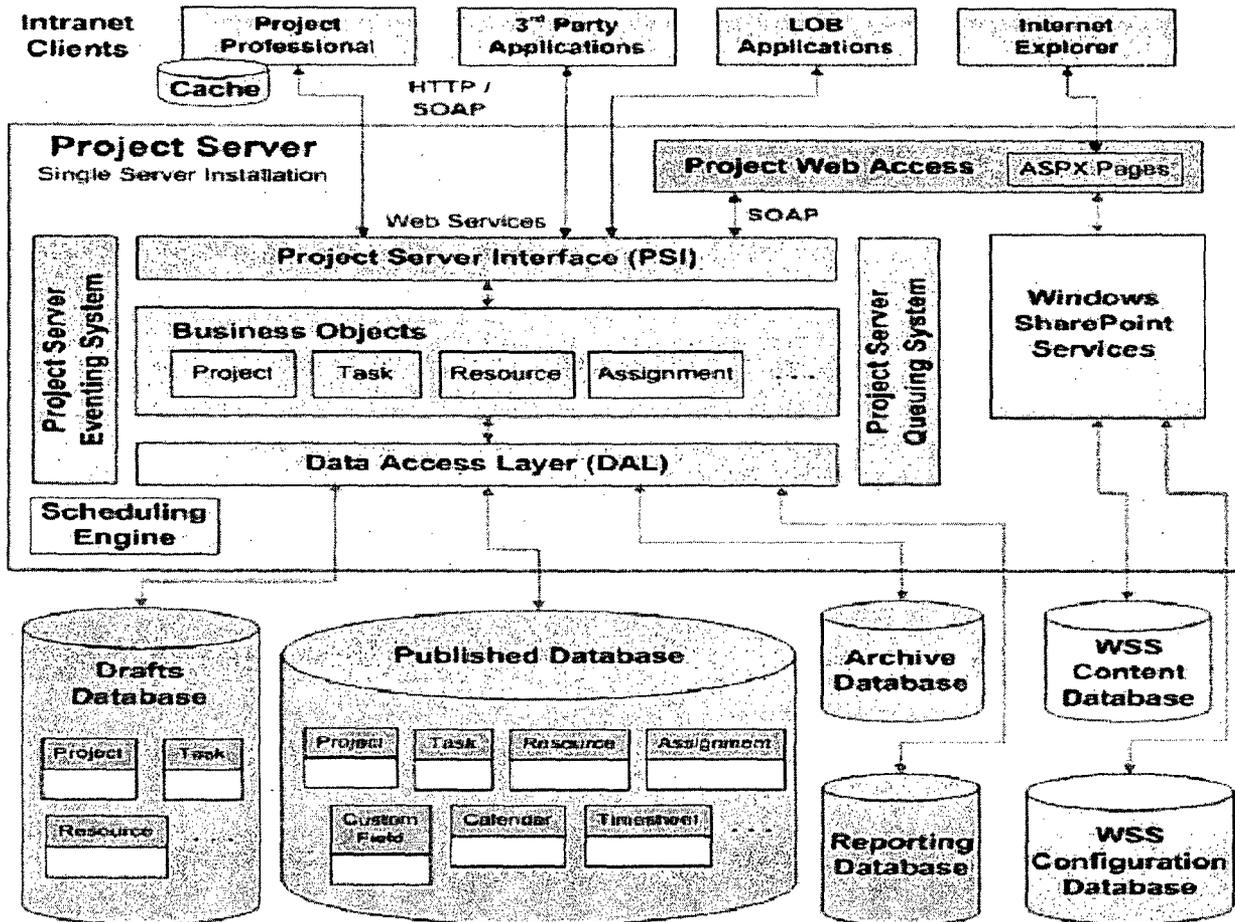
- SharePoint Portal Server – Serves as:
  - Central repository for documents, issues, and risks.
- Database Tier
  - SQL Server 2005 Enterprise – Used to:
  - Store both non-enterprise and enterprise schedule data in tables within a database

The diagram on the following page represents the NRO version of the EPM implementation, which is the same infrastructure that will be used for Watts Bar 2:

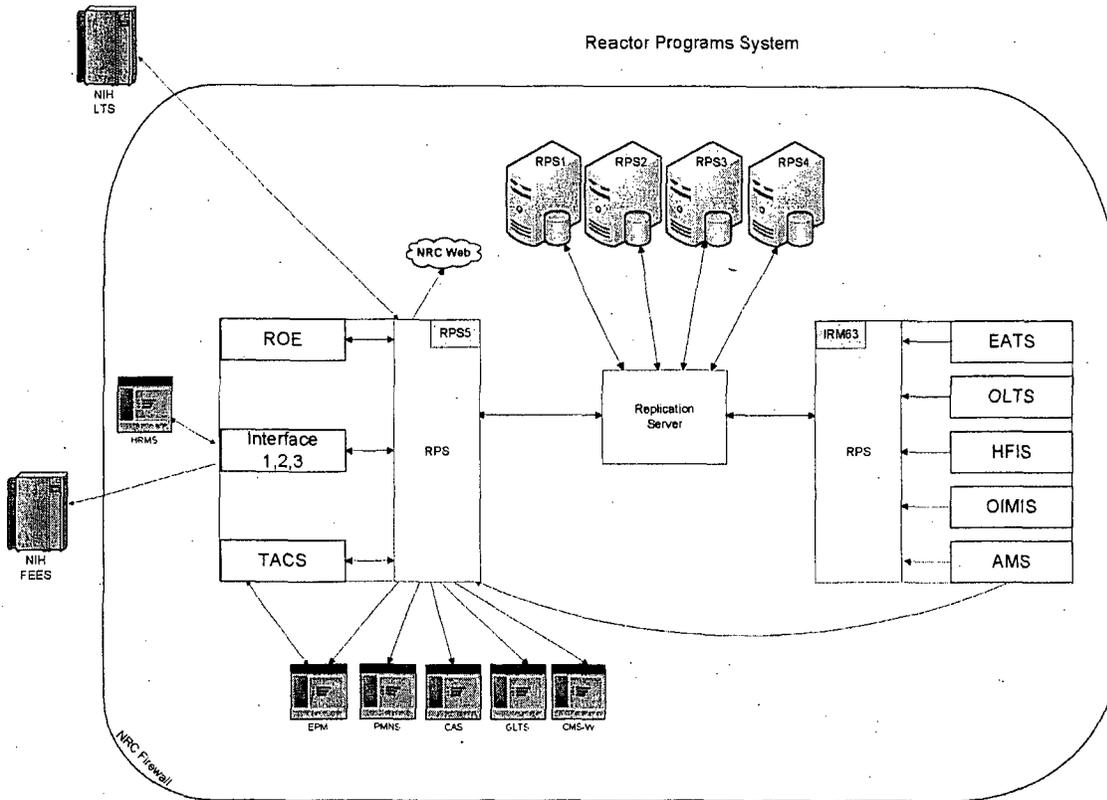


### EPM Architecture

A detailed diagram of the EPM architecture appears below:



EPM Interfaces



**BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS  
(JUNE 2008)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

**Billing of Cost after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices 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.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

**2. Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. 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).

c. Contract Number. Insert the NRC contract number.

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

**g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

**3. Definitions**

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period  
 from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(f)	<u>Direct Costs:</u>		
	(1) Direct Labor	\$ _____	\$ _____
	(2) Travel	\$ _____	\$ _____
	(3) Materials	\$ _____	\$ _____
	(4) Equipment	\$ _____	\$ _____
	(5) Materials Handling Fee	\$ _____	\$ _____
	(6) Consultants	\$ _____	\$ _____
	(7) Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____

<p>NRC FORM 187 (7-2008) NRCMD 12</p> <p style="text-align: center;"><b>U.S. NUCLEAR REGULATORY COMMISSION</b></p> <p style="text-align: center;"><b>CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</b></p>		<p><b>AUTHORITY</b> The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.</p> <p><b>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</b></p>																																																					
<p>1. CONTRACTOR NAME AND ADDRESS</p> <p><b>Xa Systems, LLC</b> <b>1568 Spring Hill Rd., Suite 305</b> <b>McLean, VA 22102</b></p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p style="text-align: center;"><b>NRC-03-08-085</b></p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>																																																					
<p>B. PROJECTED START DATE      C. PROJECTED COMPLETION DATE</p> <p style="text-align: center;"><b>09/30/2008      09/29/2011</b></p>																																																							
<p>3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE</p>																																																							
<p>A. DOES NOT APPLY</p> <p><input checked="" type="checkbox"/></p>	<p>B. CONTRACT NUMBER</p>	<p>DATE</p>																																																					
<p>4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION</p> <p style="text-align: center;"><b>Infrastructure and Planning Support for the Center for Planning and Analysis</b></p>																																																							
<p>5. PERFORMANCE WILL REQUIRE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:45%;">A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</th> <th rowspan="2" style="width:10%;">NOT APPLICABLE</th> <th colspan="2" style="width:20%;">NATIONAL SECURITY</th> <th colspan="2" style="width:23%;">RESTRICTED DATA</th> </tr> <tr> <th> <input type="checkbox"/> YES (If "YES," answer 1-7 below)  <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)                 </th> <th>SECRET</th> <th>CONFIDENTIAL</th> <th>SECRET</th> <th>CONFIDENTIAL</th> </tr> </thead> <tbody> <tr> <td>1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>3. GENERATION OF CLASSIFIED MATTER.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7. OTHER (Specify)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA		<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	7. OTHER (Specify)	<input type="checkbox"/>																												
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<p>FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.</p> <p><b>NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</b></p>																																																							

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, Team Leader Contract Management Team, PMDA/NRR	<i>Sally Adams</i>	9/15/08

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 <b>Mary S. Givvines, Director PMDA/NRR</b>	<i>Mary S. Givvines</i>	9/10/08
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <b>Robert B. Webber, Director DFS/ADM</b>	<i>Robert B. Webber</i>	9/12/08
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <b>DONALD A. KING, CHIEF, CONTRACT MANAGEMENT</b> <b>Phyllis A. Bower, Director DC/ADM BRANCH NO. 4</b>	<i>Donald A. King</i>	

REMARKS