

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER <b>2/6/09</b>		2. CONTRACT NO. (If any) GS02F0185N		6. SHIP TO:	
3. ORDER NO. NRC-DR-38-09-703		4. REQUISITION/REFERENCE NO. HR-09-703		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS Attn: Rickie Seltzer Mail Stop: O-16-E-15 11555 Rockville Pike		c. CITY Rockville	
7. TO:		f. SHIP VIA		d. STATE MD	
a. NAME OF CONTRACTOR BUSINESS MANAGEMENT RESEARCH ASSOCIATES, INC. BMRA		b. COMPANY NAME		e. ZIP CODE 20852	
c. STREET ADDRESS 3949 PENDER DR STE 300		d. CITY FAIRFAX		e. STATE VA	
9. ACCOUNTING AND APPROPRIATION DATA 9-8415-5C1154 T8471 251F 31x0200 Obligate \$50,000.00 FFS# HR-09-703 DUNS# 077817385		10. REQUISITIONING OFFICE HR Office of Human Resources		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		12. F.O.B. POINT Destination		13. PLACE OF a. INSPECTION NRC Headquarters b. ACCEPTANCE NRC Headquarters	
14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See SOW		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The purpose of this Requirements Type Delivery Order is to provide the Office of Human Resources and the Office of the Executive Director for Operations with consulting services, training services and training courses needed to support the Procurement Oversight Committee's (POC) "Chairman - Paper" process and the NRC's procurement package process.</p> <p>The contractor shall provide all labor and materials needed to meet the requirements of the Statement of Work.</p> <p>Attachments: 1: Price Schedule 2: Statement of Work 3: Billing Instructions 4: Delivery Order Form</p> <p>Period of Performance                      Ceiling 01/09/2009 - 01/08/2010                      \$213,034.50 01/09/2010 - 01/08/2011                      \$190,989.79</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver	
d. STATE CO		e. ZIP CODE 80235-2230		f. AMOUNT \$50,000.00	

17(h) TOTAL (Cont. pages)  
17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Jeffrey L. McDermott Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NO. 1  
**TEMPLATE - ADMIN001**

**SUNSI REVIEW COMPLETE**

OPTIONAL FORM 347 (REV. 4/2008)  
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6  
**ADMIN002**



## **TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

### **A.1 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide consulting services, training services, training courses and materials in support of the NRC's Procurement Oversight Committee's (POC) "Chairman Paper" process and the NRC's procurement package process.

### **A.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$404,024.29. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$50,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

### **A.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on January 9, 2009 and will expire on January 8, 2010. 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.) The term of this contract may be extended at the option of the Government for an additional 1 year.

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

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

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

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

(1) Any order for a single item in excess of \$404,024.29;

(2) Any order for a combination of items in excess of \$404,024.29; or

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

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

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

**A.6 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:

Rickie Seltzer - 301-415-1728

Phyllis Bower - 301-492-3548 (back-up)

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

**A.7 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 January 8, 2011.

#### **A.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days from the expiration of the delivery order.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days from the expiration of the delivery order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed January 8, 2011.

#### **A.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):

52.204-7  
52.233-4CENTRAL CONTRACTOR REGISTRATION  
APPLICABLE LAW FOR BREACH OF  
CONTRACT CLAIMAPR 2008  
OCT 2004**A.11 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20****A.12 2052.204.70 SECURITY (MAR 2004)**

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

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

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

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and

the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

**A.13 2052.204-71 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.

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

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

Name: Rickie Seltzer  
Address: 11555 Rockville Pike  
Mail Stop: O-16-E-15  
Rockville, MD 20852  
Telephone Number: 301-415-1728

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) 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.

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

\*To be incorporated into any resultant contract

**A.15 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

[REDACTED]

[REDACTED]

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

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

**A.16 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$6,750.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### **A.17 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 favorable 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 favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

(End of Clause)

#### **A.18 SEAT BELTS**

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

#### **A.19 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.

## **A.20 Compliance with U.S. Immigration Laws and Regulations**

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

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

(End of Clause)

## **A.21 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

Attachment #1

Price Schedule

Base Period: January 9, 2009 – January 8, 2010

Course Development and Training Courses

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Total</u>
001	Course Development			\$ 15,150.00
002	3-Day Course – [REDACTED]	[REDACTED]	[REDACTED]	\$ 6,026.00
003	4-Day Course – [REDACTED]	[REDACTED]	[REDACTED]	\$ 7,218.00
004	3-Day Course – [REDACTED]	[REDACTED]	[REDACTED]	\$ 0.00
005	4-Day Course – [REDACTED]	[REDACTED]	[REDACTED]	\$ 6,265.50

\*BMRA will not conduct a training class for less than 15 individuals. A charge of \$63.50 applies to each student over the minimum of 15.

Consulting Services and Travel

<u>CLIN</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
006	Senior Consultant	[REDACTED]	[REDACTED]	\$175,000.00
007	Technical Editor	[REDACTED]	[REDACTED]	
008	Admin Assistant	[REDACTED]	[REDACTED]	

<u>CLIN</u>	<u>Description</u>	<u>Est. # Trips</u>	<u>Estimated Price</u>	<u>Total</u>
009	Round Trip	[REDACTED]	[REDACTED]	\$ 3,375.00**

\*\*Travel costs shall be paid on a reimbursable basis and conducted in accordance with the Federal Travel Regulations. Documentation shall be provided with each invoice showing the actual cost of travel. Travel shall only be billed for consulting services.

Total Estimated Ceiling for Base Period: \$213,034.50

Option Period: January 9, 2010 – January 8, 2011

**Course Development and Training Courses**

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Total</u>
001	Course Development			\$ 0.00
002	3-Day Course			\$ 0.00
003	4-Day Course			\$ 0.00
004	3-Day Course			\$ 0.00
005	4-Day Course			\$ 6,484.79

\*BMRA will not conduct a training class for less than 15 individuals. A charge of \$65.72 applies to each student over the minimum of 15.

**Consulting Services and Travel**

<u>CLIN</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
006	Senior Consultant			\$181,130.00
007	Technical Editor			
008	Admin Assistant			

<u>CLIN</u>	<u>Description</u>	<u>Est. # Trips</u>	<u>Estimated Price</u>	<u>Total</u>
009	Round Trip			\$ 3,375.00**

\*\*Travel costs shall be paid on a reimbursable basis and conducted in accordance with the Federal Travel Regulations. Documentation shall be provided with each invoice showing the actual cost of travel. Travel shall only be billed for consulting services.

**Total Estimated Ceiling for Option Period: \$190,989.79**

The unit prices shown above for Option Period #1 are for budgeting purposes only. The rates shall become finalized when GSA modifies BMRA's GSA Schedule. The unit price increase shall not exceed 3.5%, which is reflected in the prices shown above.

**Estimated Delivery Order Value:**

Base Period:	\$213,034.50
Option Period:	\$190,989.79
Total:	\$404,024.29

## **Attachment #2**

### **Statement of Work**

#### **Training of POC Leads and Support for Procurement Oversight Committee (POC) Process Improvement**

The contractor shall provide the necessary expertise and management oversight to accomplish the following for the Nuclear Regulatory Commission (NRC).

##### **I. Background and Objectives**

The NRC is initiating a pilot program under the aegis and leadership of the agency's Procurement Oversight Committee (POC) to review and examine current agency acquisition and program management policy, practices and planning activities to improve the quality of procurement packages (Chairman Papers) submitted for Chairman review and approval. At the conclusion of the pilot, the POC will provide recommendations to the Commission on effective improvements to the agency's policy and practices to ensure that procurement packages submitted for Chairman review are well-planned and crafted to meet the Chairman's programmatic and contractual expectations.

##### **II. Contractor Tasks**

To meet the above contract objectives, the contractor shall perform the following:

###### ***Task 1—Course Development and Training***

The contractor shall develop a course curriculum for POC office leads to increase their level of knowledge and expertise in all pertinent areas of acquisition necessary to ensure that procurement packages sent to the Chairman for review and approval are of a quality expected by the Chairman. This course shall, at a minimum, include an in-depth treatment of the following topic areas and their relationship to the overall acquisition process and impact on Chairman Papers that seek Chairman approval of a specific project:

- Market research;
- Procurement planning;
- Performance-based contracting;
- Developing a comprehensive statement of work;
- Developing compelling DOE and other sole-source Justifications;
- Writing a well-crafted Chairman Paper, reflecting proper planning, technical and business considerations;
- Agency acquisition policies and practices for both private-sector contracts and DOE laboratory agreements;
- Developing an independent government cost estimate; and,
- Specific areas identified by the POC office leads.

Following NRC's review of and comment on the final draft course materials, BMRA will incorporate all changes, additions, deletions, and other alterations to be made in instructor and participant materials. One complete copy of these materials will be delivered in electronic and hardcopy form. NRC will retain all ownership and copyrights to the materials developed under this contract.

## **Training**

The contractor shall provide a total of four days of training divided into six modules for POC office leads covering the above topic areas. The modules shall provide a comprehensive understanding of agency acquisition policy, practices and processes to ensure a knowledge base sufficient to properly and effectively review Chairman papers to ensure the papers achieve the quality level expected by the Chairman. The modules shall be structured so that the POC leads can focus on pertinent areas of acquisition such as advance procurement planning, writing comprehensive statements of work, developing justifications for placing work with DOE and other sole source justifications, developing an independent government cost estimate, and the essential elements of writing a Chairman paper.

To effectively accomplish this, half-day and full-day modules shall be developed that focus on key related areas such as:

Module 1- Writing a well-crafted Chairman paper. The module includes a discussion of effective market research.

Module 2- Developing a comprehensive Statement of Work. This Module includes treatment of performance-based acquisition.

Module 3- Effective procurement Planning.

Module 4-Developing compelling DOE Justifications and Sole Source Justifications.

Module 5- Agency Acquisition Policies and Practices

Module 6- Developing a Realistic Independent Government Cost Estimate.

*In addition to containing reference text material, the modules will include pertinent scenarios and practical exercises that will ensure that the student fully understands acquisition concepts and fully understands all the elements necessary for the development of a tight, well-crafted, successful Chairman paper.*

## **Deliverables and Dates for Task 1**

Draft Course Outline for all modules for NRC review	By February 20, 2009
NRC review and comment	By March 6, 2009
Draft Course Material for Module 1	By March 13, 2009
NRC review and comment	By March 20, 2009
Final Course Material for Module 1	By March 27, 2009
Teach Pilot for Module 1	By April 3, 2009

Draft Course Material for Modules 2 and 3	By April 20, 2009
NRC review and comment	By April 27, 2009
Final Course Material for Modules 2 and 3	By May 4, 2009
Teach Pilot for Modules 2 and 3	By May 15, 2009
Draft Course Material for Modules 4, 5, and 6	By May 25, 2009
NRC review and comment	By June 1, 2009
Final Course Material for Modules 4, 5, and 6	By June 12, 2009
Teach Pilot for Modules 4, 5, and 6	By June 26, 2009

**Task 2—Consultant Services**

- A. Support the Office of Administration (ADM) in their review of DOE Laboratory papers and interagency agreements.

Contractor shall assist ADM in reviewing DOE laboratory agreement documentation such as statements of work, independent government cost estimates and justifications for placing work with DOE and Chairman papers.

- B. Support the agency development of a revised Advanced Procurement plan (APP) process and the “rebaselining” of any existing procurements that do not meet the requirements for the POC/Chairman review process.

Contractor shall review the existing APP process and make recommendations for an improved process after considering all of the pertinent information needed, personnel involved in the process, and the maximum realized efficiencies to be gained from the new process. The contractor shall also support the NRC in identifying the essential elements to be met in the POC/Chairman review process and identifying those procurements that do not meet essential requirements.

- C. Support for procurement and POC process changes/improvements.

Contractor shall help identify changes in the agency procurement process or in the POC review process that would improve the efficiency and effectiveness of the processes. This could, for example, entail recommendations to include additional elements in the POC review after certain adverse trends are realized in previous reviews that lead to deficient Chairman papers.

**Deliverables and Due dates for Task 2 Consultant Services**

The Contractor shall develop reports that detail and support any recommended changes to any DOE laboratory paper or document or any interagency agreement document within 30 days of the identification of the recommended change made under Task 2A above.

The contractor shall develop a report recommending changes/revisions to the agency Advanced Procurement Plan process within 30 days of completion of analysis of the process under Task 2B above. Further, the contractor shall submit a report for each rebaselining action for existing procurements that do not meet the requirements of the

POC/Chairman review process with reasons for noncompliance and suggestions for compliance within 30 days of procurement action review under Task 2B above.

The contractor shall submit a report identifying suggested changes to either the procurement or POC process to improve the processes within 30 days of identifying the recommended change for improvement.

### ***Task 3—Support for Agency Strategic Procurement Needs***

The contractor shall review and analyze the following areas and make recommendations for agency improvement:

- A. The process to identify similar work planned or being accomplished across the agency when a new procurement is contemplated with the goal of eliminating duplication of projects and/or better managing the procurement process for agency projects.
- B. A strategic cross-organizational procurement process. The contractor shall identify the key players and organizations in the agency acquisition process and identify efficient, effective ways to better coordinate the planning, approval and award of a procurement project.
- C. Agency-level procurement information/analysis to identify tools and metrics that could be used for POC oversight as well as EDO and CFO roles in the procurement process.

#### **Deliverables and due dates for Task 3**

The contractor shall develop recommendation reports for the above areas within 30 days of completion of analysis of each area.

### ***Task 4—Review and Benchmark other agencies review and approval processes in the procurement initiation phase to identify recommendations for improvement in the NRC's processes.***

The contractor shall identify key areas in the review process to discuss with other agencies to identify fresh thinking and innovative ideas and processes to make the NRC review and approval process more effective.

#### **Deliverable and Date for Task 4**

The contractor shall develop a report within 60 days of reviewing/benchmarking other agencies review and approval processes and procedures, identifying any recommended changes to the NRC's current review and approval processes.

### ***Task 5—Development of a Chairman paper module for the agency procurement training program***

The contractor shall develop a Chairman paper module for the existing acquisition training program for project managers to ensure that project managers fully understand

all of the dynamics of developing comprehensive, well-crafted Chairman papers for acquisitions.

Following NRC's review of and comment on the final Chairman paper module, BMRA will incorporate all changes, additions, deletions, and other alterations to be made in instructor and participant materials. One complete copy of these materials will be delivered in electronic and hardcopy form. NRC will retain all ownership and copyrights to the materials developed under this contract.

**Delivery date for Task 5—To be determined**

***Task 6—Provide support for the update of NRC Acquisition Management Directives.***

The contractor shall provide support in the update of its Acquisition Management Directives after Commission action on improvement recommendations.