

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>6/16/2009</b>		2. CONTRACT NO. (If any) GS35F0048R		6. SHIP TO:		
3. ORDER NO. NRC-DR-42-09-010		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-492-3639 Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 42-09-010		b. STREET ADDRESS		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR TRUETANDEM, LLC Attn: Dades Robinson		b. COMPANY NAME		f. SHIP VIA		
c. STREET ADDRESS 1851 ALEXANDER BELL DR STE 106		d. CITY RESTON		e. STATE VA	f. ZIP CODE 201914345	
9. ACCOUNTING AND APPROPRIATION DATA 925-15-171-107 Q4194 252A 31x0200 Obligate \$500,000.00 DUNS: 826891546		10. REQUISITIONING OFFICE NRO		8. TYPE OF ORDER		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT N/A		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone		<input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE				

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)
	The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled "Development and Integration Support for NRC's Office of New Reactors, Including Replatforming the Electronic Request for Additional Information (eRAI) Application" to TrueTandem, LLC, per the attached Statement of Work and additional terms and conditions not specified under the Federal Supply Schedule GS-35F-0048R.  ORCA.GOV reps and certs Incorporated by reference.  Attachment No. 1: Statement of Work Attachment No. 2: NRC Form 187 Attachment No. 3: Billing Instructions; Time and Material					

SEE BILLING INSTRUCTIONS ON REVERSE	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		17(h) TOTAL (Cont. pages)

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORITY FOR LOCAL REVISIONS NOT USABLE

OPTIONAL FORM 345 (REV. 12/06) PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

**SUNSI REVIEW COMPLETE**

**ADMOD**

**TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

**A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20****A.2 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)**

(a) The total estimated cost to the Government for full performance under this contract is \$728,445.44.

(b) The amount obligated by the Government with respect to this contract is \$500,000.00.

**A.3 COST/PRICE SCHEDULE OF SUPPLIES AND SERVICES**

<b>BASE YEAR: DAY OF AWARD THROUGH JUNE 9, 2010</b>				
CLIN	LABOR CATEGORY	FIXED RATE	ESTIMATED HOURS	TOTAL ESTIMATED COST
001	MCS Engagement Manager	[REDACTED]	[REDACTED]	\$13,844.48
002	MCS Project Manager	\$ [REDACTED]	[REDACTED]	\$106,496.00
003	MCS Senior Consultant	\$ [REDACTED]	[REDACTED]	\$600,104.96
004	Travel (In accordance with Federal Travel Regulations and Section "A.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999")		Not To Exceed	\$8,000.00
Total Estimated Cost (Base Year)				\$728,445.44

<b>OPTION YEAR 1: JUNE 10, 2010 THROUGH JUNE 9, 2011</b>				
CLIN	LABOR CATEGORY	FIXED RATE	ESTIMATED HOURS	TOTAL ESTIMATED COST
005	MCS Engagement Manager	[REDACTED]	[REDACTED]	\$2,797.60
006	MCS Project Manager	[REDACTED]	[REDACTED]	\$8,392.80
007	MCS Senior Consultant	\$ [REDACTED]	3 [REDACTED]	\$100,713.60
008	Travel (In accordance with Federal Travel Regulations and Section "A.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999")		Not To Exceed	\$4,000.00
Total Estimated Cost (Option Year 1)				\$115,904.00

OPTION YEAR 2: JUNE 10, 2011 THROUGH JUNE 9, 2012				
CLIN	LABOR CATEGORY	FIXED RATE	ESTIMATED HOURS	TOTAL ESTIMATED COST
009	MCS Engagement Manager			\$2,937.50
010	MCS Project Manager			\$8,812.50
011	MCS Senior Consultant			\$105,750.00
012	Travel (In accordance with Federal Travel Regulations and Section "A.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999")		Not To Exceed	\$4,000.00
Total Estimated Cost (Option Year 2)				\$121,500.00
Total Estimated Cost (Base Period Plus all Optional Periods)				\$965,849.44

#### A.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on DAY OF AWARD and will expire on June 9, 2010. The term of this contract may be extended at the option of the Government for an additional TWO 1-YEAR OPTIONS.

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

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

Name: Sally Adams  
Address: Mail Stop: T9-F29  
11555 Rockville Pike  
Rockville, MD 20852  
Telephone Number: 301-415-0209

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

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

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

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

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

- (1) Constitutes an assignment of work outside the general scope of the contract.
  - (2) Constitutes a change as defined in the "Changes" clause of this contract.
  - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
  - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
  - (2) Assist the contractor in the resolution of technical problems encountered during performance.
  - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
  - (4) Assist the contractor in obtaining the badges for the contractor personnel.
  - (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

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

#### **A.6 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$8,000.00 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.7 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 30 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.

#### **A.8 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.9 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.10 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 favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

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

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

## CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

(End of Clause)

## A.11 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

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

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

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

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

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

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

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

The Contractor shall immediately notify the PO when a Contractor or 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)

#### A.12 Other Applicable Clauses

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

#### A.13 SEAT BELTS

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

#### A.14 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.15 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.

**DEVELOPMENT AND INTEGRATION SUPPORT FOR NRC'S OFFICE OF NEW REACTORS  
(NRO), INCLUDING REPLATFORMING THE ELECTRONIC REQUEST FOR ADDITIONAL  
INFORMATION (eRAI) APPLICATION  
Statement of Work (SOW)**

**1. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) currently utilizes an Enterprise Project Management (EPM)/Enterprise Content Management (ECM) solution. These tools are currently utilized for New Reactor project scheduling and review activities. It is anticipated that project management and resource tracking will be expanded agency wide, and Enterprise SharePoint 2007 will be deployed as an agency collaboration tool. To support these initiatives, the NRC needs professional services expertise to ensure that these critical applications are deployed and maintained correctly with optimum performance to meet critical production requirements.

NRC needs professional services expertise to automate various processes. The first task will be to develop a new Electronic Request for Additional Information (eRAI) system.

The eRAI system supports NRC's review of new reactor license applications. A Request for Additional Information (RAI) forms a part of the legal record associated with decisions on license reviews and expedites the review process. The eRAI system was developed to manage the large volume of RAIs anticipated from applications for new reactors. The system was launched in February 2008. Currently the system supports approximately 1,800 RAIs containing approximately 6,000 questions associated with 19 applications. The system manages the RAI workflow, tracks the status and contents of the RAIs and allows for access to the historical record of the RAI process. The integrity, availability, and reliability of the system are mission-critical.

In recent days, the system has experienced serious technical difficulties due to capacity scaling issues. The problems have become so severe that we have implemented temporary, emergency fixes to keep the system performing at a minimally acceptable level. In addition, for compatibility with SharePoint and other technologies, the system needs to be migrated from 32-bit mode operations to 64-bit mode.

**2. CONTRACT OBJECTIVES**

The Contractor shall provide professional services to support the Nuclear Regulatory Commission (NRC) Program Offices in the modernization and migration of processes and legacy applications to agency wide Enterprise standards such as Enterprise Project Management (EPM) and SharePoint (SP). This includes but is not limited to the development and implementation and maintenance of existing, new and future technologies and integration with other technologies and NRC applications supporting office functions, and including requisite Information System Security (ISS), Certification and Accreditation (C&A) and Federal Information Security Act (FISMA) compliance activities.

**Electronic Request for Additional Information (eRAI) Development and Integration Support**

The contractor shall provide NRC with the professional services personnel with in-depth knowledge of code review and modernization and all other technologies that the e-RAI is expected to integrate with, including but not limited to SharePoint, SharePoint Designer, SQL, and EPM. The contractor shall provide immediate, emergency support to include code reviews, as well as corrective and perfective maintenance, for the existing eRAI system as needed to assure stable operation while a more scalable platform for the long-term future can be developed. The Contractor shall make recommendations for product installation and configuration, high availability, performance improvement, optimization, security, product upgrade and conversion, development and operational best practices, user assistance on most efficient use of the

technology and assist as needed with the integration of existing EPM/ECM technologies and other Commercial off the Shelf (COTS) products or custom developed applications it will be integrated with. In the case where these technologies interface with other vendor software all recommendations must comply with vendor application software configuration requirements to retain vendor supportability. The contractors provided shall be Microsoft Certified Professional Services personnel with in-depth knowledge of code review and modernization and other technologies it will be integrated with - Microsoft (OS) Windows Server 2003/2008, Internet Information Server 6, Project Server 2007, SharePoint Portal Server 2007, SharePoint Designer, SQL Server 2005, BizTalk Server, ISA Server, Active Directory, Exchange, Clustering, SharePoint forms Services, InfoPath Forms, Workflow and other associated technologies as needed. This shall include all current and future releases of the software.

The contractor shall provide expert guidance in architecting, installing, configuring, maintaining and improving the product at the NRC.

The contractor shall make time to learn and understand the existing NRC applications and data and how they interface with e-RAI.

The contractor shall, based upon their understanding of the application software configuration, assist and make recommendations for improvement. The contractor shall make these recommendations to NRC, contractor, and vendor staff via direct knowledge transfer. The contractor shall monitor implementation of suggested changes for correctness.

The contractor shall document all findings and recommendations.

The contractor shall provide evaluation of the current production, test and development practices, and make recommendations for improved support and shall provide a **'best practice'** document. The contractor shall provide direct knowledge transfer to NRC, contractor, and vendor staffs as well as complete written documentation.

The Contractor shall provide documentation, onsite knowledge transfer, training and support to accomplish the duties and tasks defined above. The Contractor shall provide recommendations on architecture, design, and implementation/deployment based upon information and requirements collected. The Contractor shall provide monthly status reports on activities, recommendations, spending plan and issues.

The contractor shall develop, test, and implement all improvements authorized by NRC's Project Manager. The contractor will coordinate all development with the Office of Information Systems for implementation into the NRC's production environment.

The following outlines specific activities to be completed during this contract period:

Code review, Modernization and Integration/Implementation of e-RAI with the existing Enterprise Project Management (EPM)/SharePoint environment.

- Envisioning: Understand and document the extended user base organizational readiness and needs for the e-RAI deployment and make recommendations to assist with a successful deployment.
- Business Requirements: Understand End-state goals and requirements, which may include:
  - Performing an extensive code review of the existing e-RAI ver. 2.0 system, document findings and re-platform the e-RAI system into a 64-bit composite application that utilizes the following components of the EPM/SharePoint environment: Microsoft (OS) Windows Sever 2003/2008, Internet Information Server 6, Project Server 2007, SharePoint Portal Server 2007, SQL Server 2005, BizTalk Server, SharePoint Forms Services/Server, ISA Server, Active Directory, Exchange, Clustering, InfoPath Forms, Workflow, and Crystal Enterprise Server XI.
  - Provide electronic forms solutions utilizing SharePoint Forms Services/Server, InfoPath, workflow, and enhanced security including electronic signature that would improve the effectiveness of business processes

- Improve visibility and management of resource and cost work loads
- Improve project team collaboration and organizational knowledge
- Establish and propagate best practices for project management and process throughout the organization
- Configuration Design and Build: Having an understanding of the EPM vision and the business drivers of the various constituencies, the system capabilities can then be designed and built to meet the business rules identified. This effort sets the core functionality and business information that will be deployed at this and/or subsequent phases to assist the NRC with proper project planning, tracking and reporting. It is important to understand all required interfaces to other line of business systems to ensure that the required data structures map properly for the flow of information between any systems. The same applies to reporting.
- Documentation: At every stage of the engagement, major deliverables are prepared and presented to NRC. This documentation serves to provide the basis for subsequent efforts such as configuration builds, and will assist with identifying change management requests. Documentation of the e-RAI integration to the EPM solution is important as it also provides the basis for user understanding and acceptance of the EPM solution.
- Training and Knowledge Transfer: Role based instruction is provided to ensure that each employee that interacts with the EPM system is well prepared to fulfill the mission assigned. Although not a substitute for formalized training, ad-hoc on-the-job knowledge transfer shall be provided to the system administrators during the deployment phases.
- Support: Regardless of the preparatory work carried out before the system goes live, typically, end-users find the need to be assisted during the initial stages on go-live. This is the crucial period for increasing the chances for a successful system adoption by providing users with the assistance needed.

### 3.0 DELIVERABLES

#### 3a. DELIVERABLES

The following deliverables are required in order to accomplish the objective of this task. This work includes the analysis, design, development, deployment, and guidance services for maintaining the existing system and for enhancing the eRAI application through the use of SharePoint Forms Services, InfoPath forms design, workflow; storage and retrieval of eRAI records/data, or other approaches recommended by the contractor and approved by the NRC Project Manager. The eRAI application shall be fully integrated with NRO's EPM/SharePoint environment, ADAMS, Crystal Reports, and other systems as required. The system shall have the capacity to associate RAIs directly and uniquely with tasks within related EPM schedules. The contractor will also provide training to agency personnel or contractors as needed.

#### **Deliverable 1 (Due immediately as needed):**

The contractor shall provide immediate, emergency support as needed, to include code reviews, as well as *corrective and perfective maintenance*, for the existing eRAI system to assure stable operation while a more scalable platform for the long-term future can be developed.

#### **Deliverable 2 (Due 10 working days after award of contract):**

The contractor shall review all change requests and provide recommendations regarding which change requests should be resolved by changes to the existing eRAI system, and which change requests should be resolved during the development of the future, replatformed eRAI system.

#### **Deliverable 3 (Due 40 working days after award of contract)**

The contractor shall learn and understand the current applications and how they interface. The task requirements include understanding and documenting recommendations as described in this SOW for enhancing the eRAI application and making recommendations to assist with a successful deployment.

The contractor shall, based upon their understanding of the application software configuration, assist and make recommendations for improvement, including changes to minimize the need for and use of custom programming by allowing for maximal reliance upon the COTS features provided as part of SharePoint, EPM, SharePoint Designer, and other technologies. The contractor shall make these recommendations to the NRC Project Manager, NRC Staff, and vendor staff via the above defined documentation and direct knowledge transfer. The contractor shall monitor implementation of suggested changes for correctness. The contractor shall deliver an initial 64-bit for user evaluation.

The contractor shall document all findings and recommendations and deliver them to NRC's Project Manager.

**Deliverable 4 (Due 100 working days after start of contract)**

The contractor shall implement all enhancements approved by NRC's Project Manager. The contractor will coordinate the testing and implementation of all enhancements with the Office of Information Services. The contractor shall provide the NRC with an operationally enhanced eRAI system that meets the requirements of NRC. This task includes re-platforming from 32-bit to 64-bit architecture and the transfer of existing eRAIs from the old system to the new system. The new system shall be designed to handle up to 200K eRAIs and 100K questions. The system also needs to provide for archiving of records. The system shall be integrated with EPM, Crystal Reports, and ADAMS so that it provides the user with a seamless workflow between systems. The contractor shall continue to maintain and support and enhance the replatformed eRAI system throughout the period of performance of this contract.

**Deliverable 5 (Due 100 working days after start of contract)**

The contractor shall migrate the existing data from the existing eRAI system to the new, replatformed eRAI system, ensuring the accuracy, integrity, completeness, and full functionality of the data. The replatformed shall have sufficient capacity to efficiently process approximately 200,000 RAIs and 1,000,000 questions. The system shall provide an archiving feature.

**Deliverable 6 (Due based on agreed upon schedule)**

The contractor shall complete similar tasks to automate other processes through out the period of performance of this contract. At the request of the Project Manager, the contractor will analyze other processes and submit recommendations for improvement, including changes to minimize the need for and use of custom programming by allowing for maximal reliance upon the COTS features including use of InfoPath, Forms Service, Workflow, and integration with data bases provided as part of SharePoint, EPM, SharePoint Designer, and other technologies. The contractor shall make these recommendations to the NRC Project Manager, NRC Staff, and vendor staff. The contractor shall monitor implementation of suggested changes for correctness. The contractor shall implement all enhancements approved by NRC's Project Manager. The contractor shall follow the same set of standards identified within this SOW for all work.

**3b. DELIVERABLE STANDARDS**

All deliverables shall be delivered to the NRC Project Manager. Deliverables are to be transmitted with a cover letter, on the prime Contractor's letterhead, describing the contents, recommendation, and identifying the systems impacted and the date the total time elapsed from the time the request for services was received to implementation.

**Performance Measures**

**Description:** 100 % of all Project Estimate Review and Recommendation Report shall result in a recommendation for implementation approval within one (1) iteration of final Project Estimate Review and Recommendation Report comments being received by the NRC. The purpose of the evaluations is to help confirm that the information provided meets or exceeds the quality performance metric and that quality issues are identified and corrected before they impact

contractor performance. Compliance will be monitored via Project Manager final deliverable submission acceptance.

- i. **Target: Quality performance metric = 100%**
- ii. **Data Source: Final Project Estimate Review and Recommendation Report**
- iii. **Responsible Party: Contractor**
- iv. **Frequency: Weekly**

**Description:** 100% of Project Estimate Review and Recommendation Report shall be delivered no later than 3 business days after receipt of the document from the Project Manager. Compliance will be monitored via Project Manager through Project Schedule and Monthly Progress Report reviews.

- i. **Target: 100% by agreed date**
- ii. **Data Source: Monthly Progress Reports**
- iii. **Responsible Party: Contractor**
- iv. **Frequency: Weekly**

**Description:** 100% of all updates of the NRC's Rational Clear Case Central Configuration Management library, the NRC's Rational Automated Information Systems Inventory System, and the NRC's Agency Document and Management System (ADAMS) to ensure that the data contained within the NRC Rational Suite Enterprise and ADAMS systems is accurate and current. All updates to the system are completed within 1 business day of NRC Project Manager acceptance of each Project Estimate Review and Recommendation Report. Compliance will be monitored via Project Manager through Project Schedule and Monthly Progress Reports reviews.

- i. **Target: 100% by agreed date**
- ii. **Data Source: Monthly Progress Reports**
- iii. **Responsible Party: Contractor**
- iv. **Frequency: Weekly**

**Description:** Level of customer satisfaction as measured by the NRC Customer Satisfaction Survey. Customer Satisfaction Surveys from the NRC staff, Contracting Officer, or Project Manager periodic site visits, surveys, meetings, correspondence, and/or customer complaints will also be compiled by the Project Manager and reviewed in order to determine the Contractor's performance level.

- i. **Target: 90%**
- ii. **Data Source: NRC Customer Survey**
- iii. **Responsible Party: NRC**
- iv. **Frequency: Weekly**

#### **Deliverable File Formats**

The Contractor shall provide all documentation to the NRC Project Manager electronically via e-mail in all the following formats, except as specifically stated herein: Word (version 2007), Excel (version 2007), Project Professional (version 2007), and Adobe PDF (version 9.0) formats.

Deliverables shall be submitted in Word 2007, Excel 2007, and Project Professional 2007.

#### **Standard for Grammar and Mechanics**

The Contractor shall review all documentation for conformance with the Chicago Manual of Style, as amended by any applicable NRC format templates and requirements. Deliverables submitted by the Contractor shall also comply with these standards.

#### **Documentation Standards.**

Documentation shall be developed in accordance with the following: Framework (<http://www.microsoft.com/technet/solutionaccelerators/msf/default.msp>), and Document Templates: <http://www.microsoft.com/downloads/details.aspx?FamilyId=9D2016AD-6F8A-47F5-84FA-BEC389DB18C1&displaylang=en>

## **Timeliness and Accuracy**

Timeliness and accuracy are indicators of standard of performance.

All documentation shall be submitted in draft form for comment by the Government and reviewed in order to determine the Contractor's performance level.

## **Draft and Final Submission**

All documentation shall be submitted in draft form for comment to the NRC Project Manager.

The Contractor shall incorporate into each final deliverable any NRC comments received on that document within 3 business days of receipt of comments from the NRC Project Manager. The NRC Project Manager will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in this Statement of Work. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the Contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC Project Manager.

The following provisions also apply to all deliverables:

Reporting Requirements: In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data and documents that are created in the performance of this contract, the Contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, and formatting of reports.

## **4. MEETINGS AND TRAVEL**

The contractor shall meet weekly to update the NRC Project Manager and other designated staff on the status of the project, shall identify any issues and recommended solutions, and other matters requiring attention by the NRC Project Manager and/or staff. More frequent meetings may be required if authorized by the NRC Project Manager.

- (a) Travel to the NRC Headquarters located in Rockville, Maryland shall be required. Local travel expenses will not be reimbursed by the NRC. On-site parking is not available.
- (b) Travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities is not expected but if necessary, requires approval of the NRC Project Manager. All travel, other than local travel, requires the prior approval of the Project Manager.
- (c) Note: Profit/fee shall not be added to any travel performed.
- (d) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (e) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at

State and nonprofit institutions, in accordance with section 12 of Public Law 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.

- (f) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of the GSA contract if the contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

## **5.0 ASSUMPTIONS**

- The NRC and NRC contractors will be available to work with the contractor to answer questions and work together to resolve issues.
- Microsoft Premier or Priority Support is available for problem reporting, tracking, and resolution. The calls to Microsoft support will not be counted against NRC account.
- All necessary facilities will be made available to the contractor while on-site, to include access to telephones, analog modem lines, all and any computer equipment as deemed necessary, the Internet and various test and monitoring equipment.
- Logistics planning and provisioning of suitable facilities for the duration of the engagement will be carried out by NRC, this includes the identification and scheduling of conference room(s) with sufficient space, connectivity, and audio visual equipment, and the provisioning of whiteboarding facilities as needed, as well as the provisioning of a suitable working space with telephone and connectivity as permitted by NRC.
- Network access within the NRC policy will be granted as requested, and NRC will identify and ensure that all facility and security access requirements are satisfied.

## **6.0 GOVERNMENT RESPONSIBILITIES**

The Government shall:

- Provide access to and copies of existing relevant technical documentation.
- Provide ready access and sufficient time with the technical, management, and other personnel necessary complete the duties defined.
- Provide use of government facilities and office space sufficient for the contractor personnel when available.
- Designate a Project Leader who will be the Government's primary point of contact and provide technical direction to the contractor personnel on this statement of work.
- Provide ready access to government personnel when reasonable.

## **7. PERSONNEL QUALIFICATIONS**

The contractor shall provide Microsoft Certified Professional Services personnel with extensive experience and knowledge with configuration and performance issues on production systems. Other level labor categories may be used if agreed upon by both the contractor and the NRC technical project manager and the contracting officer.

The contractors personnel provided shall be EPM/ECM Technology Subject Matter Experts and have experience with implementing SharePoint Forms Services, InfoPath, Workflow and associated technologies.

## **8. PLACE OF PERFORMANCE**

The primary place of performance shall be NRC HQ facilities.

**ENCLOSURE LIST**

ENCLOSURE 1 - MONTHLY PROGRESS REPORT FORMAT  
ENCLOSURE 2 - NRC MOSS/EPM 2007 PHYSICAL ARCHITECTURE

**ENCLOSURE 1**  
**MONTHLY PROGRESS REPORT FORMAT**

The Monthly Progress Report shall include, at a minimum, the following sections.

1. CUMULATIVE WORK PROGRESS STATUS FOR CONTRACT/ORDER

- Authorized ceiling amount
- Total amount of funds obligated
- The total planned cost incurred for the period, Government fiscal year to date, and cumulative to date
- The total estimated cost for the period, fiscal year to date and cumulative to date
- The total actual cost for the period, fiscal year to date and cumulative to date
- Percent of funds expended against obligated funds

2. WORK PROGRESS STATUS BY TECHNICAL DIRECTION LETTER (I.E., DELIVERABLE UNDER REVIEW) ISSUED

- a. General Information/Description of Deliverable under Review  
b. Financial Summary by Deliverable under Review

- Authorized ceiling amount
- Total amount of funds obligated
- The total planned cost incurred for the period, Government fiscal year to date, and cumulative to date
- The total estimated cost for the period, fiscal year to date and cumulative to date
- The total actual cost for the period, fiscal year to date and cumulative to date
- Percent of funds expended against obligated funds

3. SCHEDULE/MILESTONE STATUS

<i>Planned Tasks</i>	<i>Scheduled Completion Date</i>	<i>Revised Completion Date</i>	<i>Actual Completion Date</i>
Provide a brief summary of the work; include any report or travel.	The day, month and year scheduled for completion, or timeframe if a date is not known or projected below.	The revised day, month and year based on a change. The reason for the change must be given in the "Problem/Resolution" section.	The day, month and year all work is actually completed.

4. WORK PERFORMED DURING THE PERIOD BY DELIVERABLE UNDER REVIEW

A description of the work performed and accomplished commensurate with the amount of funds expended; i.e., the description should provide the reader with sufficient explanation of the work to justify the amount of expenditures. A summary of all deliverable deficiencies identified during the reporting period with associated corrective actions recommended. A trend analysis of all deficiencies to date (cumulative) shall also be included in the report.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

5. PROBLEM/RESOLUTION

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, the personnel responsible for solving the problem, should it still exist at the time the report is written.
- Notwithstanding the status of the problem at the time the Monthly Progress Report is written, all problems should be recorded in the "Problem/Resolution" section of the Monthly Progress Report for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.
- Problems or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the Monthly Progress Reports for documentation purposes, but are to be dealt with separately in a letter addressed to the Project Manager and Contracting Officer.

## 6. EARNED VALUE MANAGEMENT (EVM) DATA

The Contractor shall report earned value consistent with the Section A-11, Part 7 of the ANSI Standard 748. Schedule variance data submitted shall provide visibility into root causes and establish corrective actions to achieve project completion within the Contractor's established schedule (Note: The Schedule shall be published and maintained for NRC Project Manager access and review at all times.). All EVM data shall be provided in tabular and graphical formats to communicate cost variance and schedule status, as well as the technical completion status of the project relative to the Performance Measurement Baseline.

- EVM data shall be collected using a Level 4 Work Breakdown Structure (WBS). The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks or groups of tasks (work packages) with decisive outputs and specific measurable entry and exit criteria. **Each work package shall have a short duration, or can be divided into a series of milestones whose status can be objectively measured. Each work package shall be assigned a start and finish date, a budget value, and can be integrated with higher-level schedules.**
- The Contractor shall collect and report on each of the following measures:

**Performance Measurement Baseline (PMB)**

**Budget Cost of Work Scheduled (BCWS)**

**Actual Cost of Work Performed (ACWP)**

**Budgeted Cost of Work Performed (BCWP)**

**Cost Variance (CV)** – The numerical difference between the earned value (BCWP) and the actual cost (ACWP).  $CV = BCWP - ACWP$ .

**Schedule Variance (SV)** - An indicator of how much a program is ahead of or behind schedule.  $SV = BCWP - BCWS$ .

**Cost Performance Index (CPI)** – The cost efficiency factor representing the relationship between the actual cost expended and the earned value.  $CPI = BCWP/ACWP$ .

**Schedule Performance Index (SPI)** – The planned schedule efficiency factor representing the relationship between the earned value and the initial planned schedule.  $SPI = BCWP/BCWS$ .

**Budget at Completion (BAC)** – sum total of the time-phased budget.

**Estimate to Complete (ETC)** – A calculated value, in dollars or hours, that represents the cost of work required to complete remaining project tasks.  $ETC = BAC - BCWP$ .

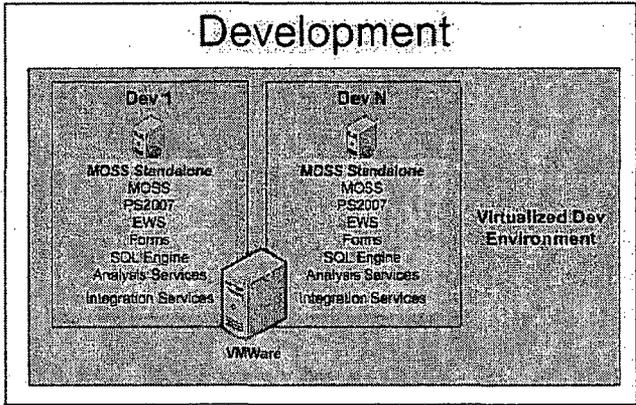
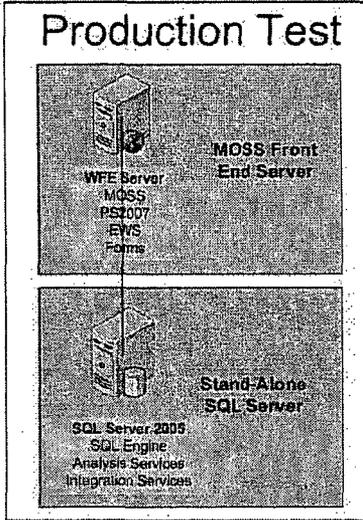
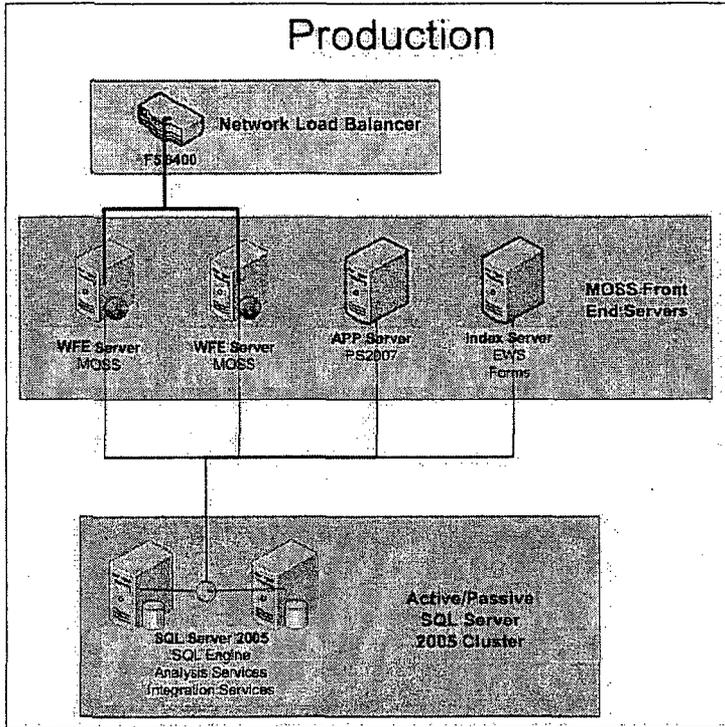
**Estimate at Complete (EAC)** – A calculated value, in dollars or hours, that represents the projected total final costs of work when completed.  $EAC = ACWP + ETC$ .

- The Contractor shall calculate Earned value credit as a binary value, with 0 percent being given before task completion and 100 percent given when completion of each work unit is validated. The Contractor shall establish specific measurable exit criteria for each task to simplify tracking of task completion, and thus credit the earned value of the task to the project so that the earned value of the project at any given point in time is obtained by "simple math" rather than by subjective assessment.

## 7. PLANS FOR NEXT PERIOD

Provide a brief description of the work to be performed and accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, identify this milestone.

# NRC MOSS/EPM 2007 Physical Architecture



**Legend:**  
 MOSS = SharePoint Portal 2007  
 PS2007 = Project Server 2007  
 EWS = Excel Web Services  
 Forms = InfoPath Forms Services

Mitchell

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

### CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

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

B. PROJECTED START DATE

C. PROJECTED COMPLETION DATE

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY

B. CONTRACT NUMBER

NRC-42-09-010

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Development and Integration Support for NRC's Office of New Reactors (NRO), Including Replatforming the Electronic Request for Additional Information (eRAI) Application.**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

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

3. GENERATION OF CLASSIFIED MATTER.

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

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

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

YES

NO

C.  UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G.  REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H.  WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

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

I.  REQUIRED TO CARRY FIREARMS.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

J.  FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**

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 <i>Eugene Burdine</i> IT PROJECT MANAGER	SIGNATURE <i>Eugene Burdine</i>	DATE 4/2/2009
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

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

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

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

**10. APPROVALS**

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION <b>Patrick Madden, NRC/NRO/DNRL</b>	SIGNATURE <i>Patrick Madden</i>	DATE 03/27/2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <i>Robert Webber</i>	SIGNATURE <i>Robert Webber</i>	DATE 4/2/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <i>Jeffrey R. Mitchell</i>	SIGNATURE <i>Jeffrey R. Mitchell</i>	DATE 4/3/2009

REMARKS

**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.

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

**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.

R:\txtselden\billing instructions LH or TM revised 2008

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

**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.

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

**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.

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**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:	\$ _____	\$ _____