

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

1. REQUISITION NO. RFPA-31-10-1146		PAGE 1 OF 1 of 24	
2. CONTRACT NO. GS07F0475V	3. AWARD/EFFECTIVE DATE 08-11-2010	4. ORDER NO. NRC-10-31-1146	5. SOLICITATION NUMBER RFQ-RG4-31-10-1146
6. SOLICITATION ISSUE DATE		7. OFFER DUE DATE/LOCAL TIME 06-04-2010 2:00 p.m. EST	
FOR SOLICITATION INFORMATION CALL:		a. NAME Donna Berkowitz	b. TELEPHONE NO. (No Collect Calls) donna.berkowitz@nrc.gov

8. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-B26M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HURZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	NAICS: 541611 SIZE STANDARD: \$7 million
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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/>	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) SEE SCHEDULE <input type="checkbox"/>	13b. RATING N/A
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5. DELIVER TO U.S. Nuclear Regulatory Commission Region IV 612 E LAMAR BLVD STE 400 ARLINGTON TX 22033-4232	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B26M Washington, DC 20555-0001	CODE 3100
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7a. CONTRACTOR/OFFEROR SYSTEMS RESEARCH AND APPLICATIONS CORPORATION SRA 4300 FAIR LAKES CT FAIRFAX VA 220334232 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide all labor, materials, And equipment necessary to develop a Business Continuity/Disaster Recovery Plan (COOP) for use in the U.S. Nuclear Regulatory Commission's Region IV office as set forth in the attached statement of work.</p> <p>The period of performance is from August 11, 2010 through November 30, 2010.</p> <p>The terms and conditions of GSA FSS contract no. GS-07F-475V shall apply.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA B&R: 094-15-5B-1306 JC: C4015 BOC: 252A APPN: x0200 Obligate: \$94,308.44	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$94,308.44
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. <input checked="" type="checkbox"/> OFFER DATED June 4, 2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Mark Grant</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donna Berkowitz</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mark Grant Sr. Contract Administrator	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz Contracting Officer
30c. DATE SIGNED 08/10/10	31c. DATE SIGNED 8/10/10

TEMPLATE - ADMIN
SUNSI REVIEW COMPLETE
 AUG 11 2010
 ADMIN

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 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.

A.3 Security (NRCAR 2052.204-70)

(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 (Safeguards, Official Use Only, and Proprietary information) 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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.

(END OF CLAUSE)

A.4 Badge Requirements for Unescorted Building Access to NRC Facilities (NRCAR 2052.204-71)

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 Personnel Security Branch, Division of Facilities and Security (PSB/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 state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf.*

It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to PSB/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."

(END OF CLAUSE)

A.5 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (July 2007)

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

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

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

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

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

A contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any

NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

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

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

(End of Clause)

A.6 Project Officer Authority (NRCAR 2052.215-71)

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

Name: Lora Nute-Blackshear
 Address: U. S. Nuclear Regulatory Commission
 Region IV
 612 E. Lamar Blvd., Suite 400
 Arlington, Texas 76011-4125

Email: lora.nute-blackshear@nrc.gov
 Phone: 817-860-8265

(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.7 Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

A.8 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

- (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

A.9 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.10 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.11 Other Applicable Clauses

A.12 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days.

A.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 2 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

Statement of Work

Disaster Recovery/Continuity of Operations (COOP) Plan for NRC Region IV

PERFORMANCE STATEMENT OF WORK

A. BACKGROUND

The U. S. Nuclear Regulatory Commission's Region IV Office is looking to find a contractor to prepare a Business Continuity/Disaster Recovery Plan detailing the necessary actions, methodologies and communication networks needed to continue business in case of office building loss, major IT system loss or excessive absenteeism due to situations like a pandemic event.

B. OBJECTIVE

The contractor shall develop a Business Continuity/Disaster Recovery Plan for use in the U. S. Nuclear Regulatory Commission's, Region IV office.

C. SCOPE OF WORK

The contractor shall prepare and deliver a Business Continuity/Disaster Recovery Plan to meet tasks I-IV in the Statement of Work (SOW) below as set forth in the contractor's proposal, dated June 4, which is hereby incorporated by reference. The scope of this effort covers data gathering, data compilation, and plan development as described in the Statement of Work.

TASK I: Initial Assessment of Regional Operations and Identification of Essential Functions

The contractor shall define operational and financial impacts, interview NRC employees to ensure all aspects of the various business operations are covered within the plan, and build the recovery plan using three scenarios (short-term loss <2 weeks, moderate loss <3 months, long-term loss >3 months) for planning purposes.

The plan should focus on essential functions based on priority and critical timeframes involving functions that must be performed considering the lack of staff availability, information loss, facilities destroyed, IT hardware and software systems not functionally operable and telecommunication systems that are not accessible.

The essential functions should include a list of the region's prioritized essential functions. Essential functions are those organizational functions and activities that must be continued under any and all circumstances. The contractor shall perform the following:

- Identify all regional essential functions, then determine which must be continued under all circumstances
- Prioritize the regional essential functions.
- Establish regional staffing and resource requirements.
- Integrate supporting activities.

TASK II: Concept of Operations

The level of effort for this task should explain how the region will implement its COOP Plan, and specifically, how it plans to address each critical COOP element. This task should include three phases: activation and relocation, alternate facility operations, and reconstitution.

Activation and Relocation

The plan should explain COOP Plan activation procedures and relocation procedures from the primary facility to the alternate facility. The plan should outline actionable steps to be taken, as well as, pertinent information, data, and

Statement of Work

documents for management to use and respond to if a disaster or other type of recovery mode is required (all based on the three scenarios listed). The plan should also address procedures and guidance for non-relocating personnel. The level of effort for this task should include:

1. Decision Process

The logical steps associated with implementing a COOP Plan, the circumstances under which a plan may be activated (both with and without warning), and should identify who has the authority to activate the COOP Plan.

2. Alert, Notification, and Implementation Process

The events following a decision to activate the COOP Plan. This includes employee alert and notification procedures and the COOP Plan implementation process.

3. Leadership

- a. Orders of Succession - The identification of orders of succession to key positions within the organization. Orders should be of sufficient depth to ensure the organization's ability to manage and direct its essential functions and operations. The conditions under which succession will take place, the method of notification, and any temporal, geographical, or organizational limitations of authority should also be identified in this section.
- b. Delegations of Authority – The identification, by position, the authorities for making policy determinations and decisions at the regional level, as appropriate. Delegations of authority should document the legal authority for making key decisions, identify the programs and administrative authorities needed for effective operations, and establish capabilities to restore authorities upon termination of the event.
- c. Devolution - Addresses how the region will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which the leadership is incapacitated. The organization should be prepared to transfer all of their essential functions and responsibilities to personnel at a different office or location.
- d. COOP Planning Responsibilities – The additional delineation of COOP responsibilities of each key staff position, to include individual Emergency Relocation Group (ERG) members, those identified in the order of succession and delegation of authority, and others, as appropriate.

Alternate Facility Operations

The plan should identify initial arrival procedures as well as operational procedures for the continuation of essential functions. The plan should also include a full alternate facilities gaps/needs assessment and alternate facilities identification and vetting, along with identification of necessary pre-staged equipment, systems, vital records, etc.

1. Mission Critical Systems

The region's mission critical systems necessary to perform essential functions and activities. These systems must be defined and the method of transferring/replicating them at an alternate site must be addressed.

2. Vital Files, Records, and Databases

Address the region's vital files, records, and databases, to include classified or sensitive data, which are necessary to perform essential functions and activities and to reconstitute normal operations after the emergency ceases. Regional elements must be pre-positioned and updated on a regular basis those duplicate records, databases, or back-up electronic media necessary for operations.

There are three categories of records to be reviewed and prioritized, then transferred (either hard copy or electronic media) to an alternate location:

- Emergency operations records;
- Legal/financial records; and,
- Records used to perform national security preparedness functions and activities (EO 12656).

Statement of Work

3. Logistics

- A. **Alternate Location** - The plan should explain the significance of identifying an alternate facility, the requirements for determining an alternate facility, and the advantages and disadvantages of each location. Contractor shall engage regional senior managers in assessing the operational risk associated with each facility. Performance of a risk assessment should be conducted to determine which alternate location will best satisfy the region's operational requirements.

Alternate facilities should provide:

- (1) Sufficient space and equipment
- (2) Capability to perform essential functions within 12 hours, up to 30 days
- (3) Reliable logistical support, services, and infrastructure systems
- (4) Consideration for health, safety, and emotional well-being of personnel
- (5) Interoperable communications
- (6) Computer equipment and software

- B. **Interoperable Communications** - The plan should address and identify available and redundant critical communication systems that are located at the alternate facility. These systems should provide the ability to communicate within the region and outside the region .

Interoperable communications should provide:

- (1) Capability commensurate with an agency's essential functions
- (2) Ability to communicate with essential personnel
- (3) Ability to communicate with other agencies, organizations, and customers
- (4) Access to data and systems
- (5) Communications systems for use in situations with and without warning
- (6) Ability to support COOP operational requirements
- (7) Ability to operate at the alternate facility within 12-hours, and for up to 30 days
- (8) Interoperability with existing field infrastructure

Reconstitution

The plan should explain the procedures for returning to normal operations – a time phased approach may be most appropriate. This plan should include procedures for returning to the primary facility, if available, or procedures for acquiring a new facility through General Services Administration (GSA). Notification procedures for all employees returning to work must also be addressed. The conduct of an After Action Report (AAR), to determine the effectiveness of COOP plans and procedures should be considered.

TASK III: Test, Training, and Exercises

This task should address the region's Test, Training, and Exercise (TT&E) Plan. Tests, Training, and Exercises familiarize staff members with their roles and responsibilities during an emergency, ensure that systems and equipment are maintained in a constant state of readiness, and validate certain aspects of the COOP Plan. This effort should also include snow days, power outages, server crashes, and other ad-hoc opportunities to assess readiness and preparedness.

The COOP TT&E plans should provide:

1. Individual and team training of agency personnel.
2. Internal regional testing and exercising of COOP plans and procedures.
3. Testing of alert and notification procedures.
4. Refresher orientation for COOP personnel.

Statement of Work

TASK IV: COOP Plan Maintenance

This task should address how the U. S. Nuclear Regulatory Commission, Region IV, plans to maintain and ensure that the COOP Plan contains the most current information. Federal guidance states that organizations should review the entire COOP Plan at least annually. Key evacuation routes, roster and telephone information, as well as maps and room/building designations of alternate locations will be updated by Region IV as changes occur:

1. Annex A: Authorities and References

This annex should cite a list of authorities and references that mandate the development of this COOP Plan, and provide guidance towards acquiring the requisite information contained in this COOP Plan.

2. Annex B: Operational Checklists

This section should contain operational checklists for use during a COOP event. A checklist is a simple tool that ensures all required tasks are accomplished so that the organization can continue operations at an alternate location. Checklists may be designed to list the responsibilities of a specific position or the steps required to complete a specific task.

Sample operational checklists may include:

- Emergency Calling Directory
- Key Personnel Roster and Essential Functions Checklist
- Senior Emergency Response Team (SERT) Roster
- Emergency Relocation Team Checklist
- Alternate Site Acquisition Checklist
- Emergency Operating Records and IT Checklist
- Emergency Equipment Checklist

3. Annex C: Alternate Location/Facility Information

This annex should include general information about the alternate location/facility. Examples include the address, points of contact, and available resources at the alternate location.

4. Annex D: Maps and Evacuation Routes

This annex should provide maps, driving directions, and available modes of transportation from the primary facility to the alternate location. Evacuation routes from the primary facility should also be included.

5. Annex E: Definitions and Acronyms

This annex should contain a list of key words, phrases, and acronyms used throughout the COOP Plan and within the COOP community. Each key word, phrase and acronym should be clearly defined.

D. Period of Performance

The period of performance shall begin August 11, 2010 through November 30, 2010. The NRC may extend the contract based on need and/or duration of plan completion.

E. Deliverables

The final document, booklet or document, should be delivered in two forms: (1) electronically and (2) in a bound written format. The document should be prepared in Microsoft Word or a non-proprietary software package, as outlined **Attachment A**, Continuity of Operations Plan (COOP) template, for update by NRC Region IV at a future date. The document should also incorporate a periodic test plan to validate readiness and bring to light any changes needed resulting from the test.

Statement of Work

In addition, the presented package should include a checklist for actions necessary to be taken such as, employee communication, alternate/backup facility, IT recovery, telecommunications alternatives, all based on the three scenarios above and as outlined in **Task IV, 2B. NRC Furnished Material and Equipment/Property**

The NRC will not supply any equipment or tools.

Statement of Work

Continuity of Operations (COOP) Plan Template

U. S. Nuclear Regulatory Commission
Region IV
612 E. Lamar Blvd, Suite 400
Arlington, Texas



NRC

Statement of Work
OVERVIEW

This template provides a structure for formulating a Continuity of Operations (COOP) Plan according to *Department of Homeland Security (DHS) Headquarters Continuity of Operations (COOP) Guidance Document, dated April 2004*. This template is designed to accompany the *Continuity of Operations Template Instructions*, which consists of general guidance and sample language for reference. Organizations are encouraged to tailor COOP Plan development to meet their own needs and requirements. The instructions for the template can be downloaded at the Federal Emergency Management Agency (FEMA) Office of National Security Coordination (ONSC) website at the following address: <http://www.beta.fema.gov/test/ns/index.shtm>

Questions concerning this template can be directed to:

Office of National Security Coordination
Federal Emergency Management Agency
500 C Street, SW
Washington, DC 20472
(202) 646 3754

Statement of Work
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Executive Summary

Text Here

Introduction

Text Here

Purpose

Statement of Work

Text Here

Applicability and Scope

Text Here

Essential functions

Text Here

Priority	Essential Functions
1	
2	
3	
4	
5	
6	

Authorities and References

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Concept of Operations

Text Here

Phase I: Activation and Relocation

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Decision Process

Text Here

Alert, Notification, and Implementation Process

Text Here

Leadership

a. Orders of Succession

Text Here

Statement of Work

Successors

b. Delegations of Authority

Text Here

c. Devolution

Text Here

Phase II: Alternate Facility Operations

Text Here

Mission Critical Systems

Text Here

System Name	Current Location	Other Locations

Vital Files, Records, and Databases

Text Here

Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location

Statement of Work

Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location

Phase III: Reconstitution

Text Here

COOP Planning Responsibilities

Text Here

Responsibility	Position

Logistics

Alternate Location

Text Here

Interoperable Communications

Text Here

Test, Training, and Exercises

Text Here

Multi-Year Strategy and program Management Plan

Text Here

COOP Plan Maintenance

Statement of Work

Text Here

Annex A: Authorities and References

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Annex B: Operational Checklists

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Annex C: Alternate Location/Facility Information

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Annex D: Maps and Evacuation Routes

Text Here

Annex E: Definitions and Acronyms

Text Here

**BILLING INSTRUCTIONS FOR
FIXED-PRICE 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

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

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 the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

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

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JUNE 2008)**

2. **Contract number.**
3. **Sequential voucher/invoice number.**
4. **Date of voucher/invoice.**
5. **Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).**
6. **A description of articles or services, quantity, unit price, and total amount.**
7. **For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.**
8. **Weight and zone of shipment, if shipped by parcel post.**
9. **Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
10. **Instructions to consignee to notify the Contracting Officer of receipt of shipment.**
11. **For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

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

Supersession: These instructions supersede any previous billing instructions.