



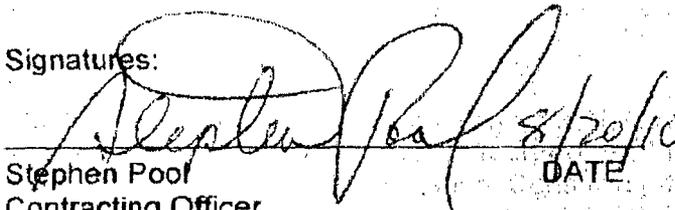
**BEST VALUE  
BLANKET PURCHASE AGREEMENT NO. NRC-DR-23-10-244  
GSA FEDERAL SUPPLY SCHEDULE**

In the spirit of Acquisition streamlining, the **U.S. Nuclear Regulatory Commission (NRC)** and **International Management & Consulting, LLC (IMC)** enter into an agreement to facilitate the acquisition of "Lean Six Sigma Project Facilitation, Consulting and Support" from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-10F-0271T.

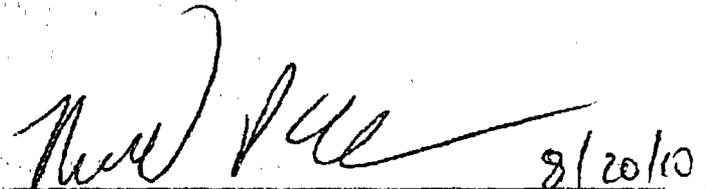
Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA, NRC-DR-23-10-244, and those set forth in the individual task orders shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

  
\_\_\_\_\_  
Stephen Pool  
Contracting Officer  
U.S. Nuclear Regulatory Commission

DATE

  
\_\_\_\_\_  
8/20/10

Contractor Authorized Representative DATE

Partner

Title

International Management & Consulting, LLC

Company Name

**SUNSI REVIEW COMPLETE**

AUG 23 2010

**DMOD**

TEMPLATE - ADMIN

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-10F-0271T ("Contract(s)"); a Blanket Purchase Agreement (BPA) is hereby established between International Management and Consulting, LLC and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

**ADMINISTRATIVE DATA**

Primary Point of Contact: International Management & Consulting, LLC

(Provide complete name, title, corporate address, electronic mail address and phone number)

Mike Kelleher, Partner

10529 Old Court Road

Woodstock, MD 21163

Phone: 410.505.4142

Fax: 443.583.0053

Email: [mkelleher@consultimc.com](mailto:mkelleher@consultimc.com)

Alternate Point of Contact:

Are you a Small Business under NAICS Code 541611 (FAR PART 19.102)? **YES X NO**

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? **YES NO X**

Are you a Woman-Owned Business? **YES X NO**

**CAGE CODE: 3JYL8**  
**DUNS NUMBER: 135471741**  
**TIN:**

Cognizant DCAA Office (Include complete address):

**GSA SCHEDULE BLANKET PURCHASE AGREEMENT**

**NRC-DR-23-10-244**

(other auditing activity may be listed)

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**AUTHORITY**

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

**DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide Lean Six Sigma Project Facilitation, Consulting and Support. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

**SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA**

Enclosure 1 (Statement of Work) details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

**PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

**A.1 PROJECT TITLE**

The title of this project is as follows: **LEAN SIX SIGMA PROJECT FACILITATION, CONSULTING, AND SUPPORT**

**A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The objective of this contract is to obtain outside expertise, as needed, to perform Lean Six Sigma program tasks. Individual Task Orders will be issued under this SOW as specific tasks are identified.

**A.3 TERM OF BPA**

This BPA expires on 08-31-2013 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 08-31-2013 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

**A.4 PRICE SCHEDULE OF THE BPA**

<b>BPA Price Schedule: September 01, 2010 through August 31, 2013</b>					
<b>Labor Hour Items</b>					
<b>BPA Line Item</b>	<b>Vendor GSA FSS Labor Category</b>	<b>Vendor GSA FSS Labor Rate</b>	<b>Estimated Hours</b>	<b>Total Labor Estimate per Category</b>	
0001	Principal	\$249.52	480	\$119,769.60	
0002	Program Manager	\$207.00	60	\$12,420.00	
0003	Senior Consultant	\$175.54	900	\$157,986.00	
0004	Administrative Assistant	\$65.89	30	\$1,976.70	
<b>Material and Travel Items</b>					
<b>BPA Line Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Qty.</b>	<b>Total Materials and Travel</b>
0005	Training Materials and Software **Open Market**	\$25,000.00	LOT	1	\$25,000.00
0006	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL	\$5,000.00	LOT	1	\$15,000.00

	BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*				
<b>BPA Total</b>					<b>\$332,152.30</b>

**BPA CEILING --- \$332,152.30**

#### 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: Seth Coplin  
 Address: 11555 Rockville Pike  
 M/S: O-16-E15  
 Rockville, MD 20852  
 Telephone Number: (301) 415-6927  
 Email Address: [Seth.Coplin@nrc.gov](mailto:Seth.Coplin@nrc.gov)

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

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the

## GSA SCHEDULE BLANKET PURCHASE AGREEMENT

NRC-DR-23-10-244

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 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

Mike Kelleher  
Bill Donohue  
Peter Miles  
Mark Oakes  
Paul Bolesta

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

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

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

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

**A.7 SEGREGATION OF COSTS**

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government-directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

**A.8 TASK ORDERS**

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

**A.9 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORFP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

**A.10 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

**A.11 LABOR HOUR ORDERS**

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 10%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U.S. Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U.S. Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in

direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

**A.12 FEDERAL HOLIDAYS**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

- |                        |                  |
|------------------------|------------------|
| New Years Day          | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Presidents' Day        | Veterans' Day    |
| Memorial Day           | Thanksgiving Day |
| Independence Day       | Christmas Day    |

**A.13 NON-PERSONAL SERVICES**

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. Nuclear Regulatory Commission mission but not otherwise available within U.S. Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

#### **A.14 OBLIGATION OF FUNDS**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

#### **A.15 AUTHORIZED USERS**

Government Contracting Officers representing U.S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

#### **A.16 INVOICES**

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

#### **A.17 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

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

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

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

**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.

### **A.19 BILLING INSTRUCTIONS FOR FIXED PRICE 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)

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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

## GSA SCHEDULE BLANKET PURCHASE AGREEMENT

NRC-DR-23-10-244

**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.
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.

### A.20 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent

to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

- b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.
- c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

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

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

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

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

#### **A.22 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.23 Compliance with U.S. Immigration Laws and Regulations**

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

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

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b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

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

**A.24 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.25 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.26 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.27 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

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

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

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

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

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-

screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

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

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

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

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

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

#### **A.28 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

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>

**Certification of NRC Lean Six Sigma Trainees and  
Lean Six Sigma Project Facilitation, Consulting and Support for the  
Office of the Executive Director of Operations**

**1.0 BACKGROUND**

The U.S. Nuclear Regulatory Commission's (NRC's) mission is to "license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment." One of the objectives, by which the NRC plans to accomplish its mission as described by the FY 2008 – FY 2013 Strategic Plan, is to use effective business methods.

In recognition of this, Senior Management has identified Lean Six Sigma as the methodology by which to improve its business processes. In addition, the Office of the Executive Director for Operations (OEDO) has added dedicated internal resources to this effort and is continuing to obtain outside expertise, as needed, to implement a successful and sustainable business process improvement program.

**2.0 OBJECTIVE**

The objective of this contract is to obtain outside expertise, as needed, to perform Lean Six Sigma program tasks. Individual Task Orders will be issued under this statement of work (SOW) as specific tasks are identified.

**3.0 SCOPE OF WORK**

The scope of this SOW is to obtain outside expertise to: 1) provide training to NRC staff, including Lean Six Sigma Black Belt and White Belt certification training, 2) provide on-the-job training for NRC staff by facilitating Lean Six Sigma process improvement projects with the involvement of one or more NRC staff, and 3) provide any other tasks, training, workshops, consultation, mentoring, etc., which is directly related to training NRC staff, facilitating Lean Six Sigma process improvement projects, or contributing to the goal of implementing a successful and sustainable Lean Six Sigma process improvement program.

Individual Task Orders will be issued under this SOW to identify specific tasks to be accomplished by the contractor.

**4.0 PERSONNEL QUALIFICATIONS**

The contractor will be responsible for assigning professional staff, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet the objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of personnel assigned to this effort, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. If any work will be subcontracted or performed by consultants, the contractor shall obtain written approval from the NRC Contracting Officer before initiating any subcontract.

**5.0 SPECIFIC TASKS**

**5.1 Task 1 – Lean Six Sigma Training**

The contractor shall provide "Lean Six Sigma for Service" Black Belt and White Belt Certification training to NRC staff. Training under this statement of work is to be conducted at the trainer's facility or any other facility deemed appropriate, including government occupied space. This training shall be designed to provide NRC candidates with the principles, practices, and tools of Lean Six Sigma in service environments. Black Belt training will consist of a minimum of four weeks of rigorous classroom training over a four or five month period. During this time, the contractor shall assess the proficiency of each NRC Black Belt candidate through project assignments, classroom interaction, and examinations. In addition, the contractor shall also provide a reasonable amount of individual coaching and mentoring, as necessary, in order to assist each student in successfully completing the training. The contractor shall present each successful student with a Lean Six Sigma Black Belt certificate. White Belt training will consist of one or more half or full day sessions to provide a broad overview of Lean Six Sigma.

Any additional requirements for "Lean Six Sigma for Service" Black Belt Certification training will be included in the Task Order issued for this task.

Finally, outside expertise maybe needed for any additional training. This training may include, but is not limited to, in depth reviews of Lean Six Sigma tools, Change Management, Theory of Constraints, etc.

### 5.2 Task 2 – Lean Six Sigma Facilitation

The contractor shall provide Lean Six Sigma project facilitation services in the form of both Lean Six Sigma projects, Kaizen events and any other necessary workshops. The OEDO as well as other offices have identified a number of NRC processes to which the NRC plans to apply the Lean Six Sigma process improvement methodology. In order to transition to a sustainable process improvement program, it is expected that the facilitation of each Lean Six Sigma project will involve a contract Lean Six Sigma Black Belt along with one or two NRC staff who have had process improvement training. It is expected that the experience of being involved with actual Black Belt projects combined with the requirements for certification training will provide the necessary knowledge, skills and abilities for certified NRC staff to independently facilitate subsequent NRC process improvements.

Additionally, outside expertise will be needed to help facilitate Kaizen events at the agency. It is expected 1-2 contractors will work with NRC staff to lead several Kaizen events each year.

Specific requirements for each Lean Six Sigma project will be included in each individual Task Order issued for this task.

### 5.3 Task 3 – Lean Six Sigma Consultation

Lean Six Sigma is a new program at the NRC and in order to achieve the goal of implementing a successful and sustainable process improvement program, it may become necessary to obtain outside expertise to provide specific products or services in addition to the tasks listed above. These products or services may include, but are not limited to, the following:

- Developing project or program plans and schedules
- Process improvement project selection facilitation or validation
- Project team selection facilitation or validation
- Project Team Roles and Responsibilities facilitation or validation
- Role-specific training, coaching, or mentoring
- Program consultation
- All other standard Lean Six Sigma assistance that the contractor provides to their clients
- All other activities that the NRC staff believe that the contractor can assist the NRC in promoting, sustaining, and growing the Lean Six Sigma program at the NRC.

Specific requirements for all Lean Six Sigma consultation services will be included in each individual Task Order issued for this task.

## 6.0 PERFORMANCE STANDARDS

The contractor's performance will be based on a combination of: 1) the quality of the products and services provided, 2) the timeliness of project deliverables, 3) the responsiveness of the contractor to emergent issues, and 4) the amount of resources used to provide the products and services as reflected by the contractor's invoices. Specific performance standards will be defined in individual Task Orders.

## 7.0 DELIVERABLES

- a. Each Task Order will include specific requirements regarding meetings, plans, schedules, and the qualifications of key contractor personnel who will be involved.

- b. The contractor shall provide a Status Report to the NRC Project Officer and Contracting Officer at regular intervals as agreed upon by the contractor and NRC Project Officer for each Task Order. The report shall be transmitted electronically and provide the technical and financial status of the effort.

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

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period; broken down by direct and indirect costs; and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/Task Order. Additionally, the report shall address the status of each task order, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

#### **8.0 ACCEPTANCE CRITERIA**

Project plans and resumes submitted under this contract shall provide sufficient information to determine the qualifications of key personnel, as well as how the contractor will accomplish required tasks. Status reports shall provide sufficient information to determine the progress made during the reporting period.

#### **9.0 NRC FURNISHED MATERIAL/EQUIPMENT**

The NRC shall furnish training and meeting facilities and the required easels, flip charts, pens, highlighters, paper tablets, and masking tape. Additional items may be provided if sufficient notice is given.

#### **10.0 MEETINGS AND TRAVEL**

The contractor shall attend a project meeting at NRC headquarters with NRC staff within 5 working days of each Task Order issued under this contract, or as otherwise directed or approved by the NRC Project Officer.

Travel costs to NRC facilities, either to the Professional Development Center in Bethesda, Maryland, or the Headquarters buildings in Rockville, Maryland, such as mileage and parking or metro fares within the local contractor's area will not be allowed nor will parking privileges be provided to contractor personnel.

For any training at the NRC's regional offices, each region will have varying rates, depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed per diem for each area. For authorized travel, the prevailing Government rates shall apply. The traveler shall present documentation for lodging and transportation costs as part of the invoice.

If an instructor is away from his/her place of residence and requests flight arrangements be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

NRC FORM 187 (7-2008) NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		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						
1. CONTRACTOR NAME AND ADDRESS  <b>TBD</b>		A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts)  <b>NRC-DR-23-10-244</b>		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A ORIGINAL <input type="checkbox"/> B REVISED (Supersedes all previous submissions) <input type="checkbox"/> C OTHER (Specify)		
		B. PROJECTED START DATE <b>05/06/2010</b>	C. PROJECTED COMPLETION DATE <b>05/05/2013</b>			
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE						
A. DOES NOT APPLY <input type="checkbox"/>		B. CONTRACT NUMBER <b>NRC-DR-23-08-245</b>		DATE <b>05/05/2010</b>		
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION  <b>Lean Six Sigma Project Facilitation, Consulting, and Support</b>						
5. PERFORMANCE WILL REQUIRE						
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)		NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. IS FACILITY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.		G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.				
D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.		H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.				
E. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.		I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.				
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.		J. <input type="checkbox"/> 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	SIGNATURE	DATE
Seth Coplin Business Process Improvement Specialist		3/11/10

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 Nader Mamish, AO/OEDO		3/11/10
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber		4/22/10
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Jennifer Lafino, Contract Specialist		04/26/10

REMARKS