

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 OF 11

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

BPA NO.

1. DATE OF ORDER MAY 24 2012		2. CONTRACT NO. (if any) GS35F0196M		6. SHIP TO:	
3. ORDER NO. NRC-HQ-12-F-33-0005		4. REQUISITION/REFERENCE NO. RPPA#: OIS-12-196 FAIMIS#: 121912		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jerry Purcell Jr. Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		b. STREET ADDRESS	
a. NAME OF CONTRACTOR SOFTCHOICE CORPORATION		b. COMPANY NAME		c. CITY Washington	
c. STREET ADDRESS 314 W SUPERIOR ST STE 301		d. CITY CHICAGO		d. STATE DC	
d. CITY CHICAGO		e. STATE IL		e. ZIP CODE 20555	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-10-51-J144 JC: J2500 BOC: 252A APPN: 31X0200.120 DUNS: 929022028 NAICS: 511210 Obligation Amount: \$52,481.32		10. REQUISITIONING OFFICE OIS		8. TYPE OF ORDER	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		12. F.O.B. POINT N/A		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
13. PLACE OF a. INSPECTION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
b. ACCEPTANCE		16. DISCOUNT TERMS		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
CLIN 0001	The contractor shall perform software maintenance for the NRC Secure Information Local Area Network and Electronic Safe management system in accordance with GSA contract no: GS-35F-0196M, the terms and conditions and the the Statement of Requirements (SOR) contained within this Delivery Order. The period of performance shall be from June 1, 2012 to May 31, 2013. The Contracting Officer Representative is: Eric Brusoe, Email: Eric.Brusoe@nrc.gov; PH: 301.415.5053	1	LOT	52,481.32	\$52,481.32	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$52,481.32					
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:									
		a. NAME Department of Interior / NBC NBCPayments_NBCDenver@NBC.gov						17(h) TOTAL (Cont. pages)			
		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				PHONE: FAX:					
		c. CITY Denver			d. STATE CO		e. ZIP CODE 80235-2230			\$52,481.32	
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Wanda Brown Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER					

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

A.1 CONSIDERATION AND OBLIGATION —FIRM FIXED PRICE (JUN 1988):

The firm fixed price of this contract is \$52,481.32.

A.2 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

A.3 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.4 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the 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

A.5 IT SECURITY REQUIREMENTS - DEVELOPMENT AND OPERATIONS AND MAINTENANCE REQUIREMENTS (JULY 2011)

IT SECURITY REQUIREMENTS - DEVELOPMENT AND OPERATIONS AND MAINTENANCE REQUIREMENTS

O&M Security Requirements

All system modifications to classified systems must comply with NRC security policies and procedures for classified systems, as well as federal laws, guidance, and standards to ensure Federal Information Security Management Act (FISMA) compliance.

The Contractor shall correct errors that are discovered by the NRC or the contractor in contractor developed software and applicable documentation that are not commercial off-the-shelf which are discovered by the NRC or the contractor. Inability of the parties to determine the cause of software errors shall be resolved in accordance with the Disputes clause, FAR 52.233-1, incorporated by reference in the contract.

The Contractor shall adhere to the guidance outlined in NIST, SP 800-53, FIPS 200 and NRC guidance for the identification and documentation of minimum security controls.

The contractor shall provide the system requirements traceability matrix at the end of the initiation phase, development/acquisition phase, implementation/ assessment phase, operation & maintenance phase and disposal phase that provides the security requirements in a separate section so that they can be traced through the development life cycle. The contractor shall also provide the software and hardware designs and test plan documentation, and source code upon request to the NRC for review.

All development and testing of the systems shall be protected at their assigned system sensitivity level and shall be performed on a network separate and isolated from the NRC operational network.

All system computers must be properly configured and hardened according to NRC policies, guidance, and standards and comply with all NRC security policies and procedures as commensurate with the system security categorization.

All contractor provided deliverables identified in the project plan will be subject to the review and approval of NRC Management. The PM will establish review time based on the complexity of the system and incorporate into the project schedule. The contractor will make the necessary modifications to project deliverables to resolve any identified issues. Project deliverables include but are not limited to: requirements, architectures, design documents, test plans, and test reports.

System development schedules shall include computer security office go/no-go decision points, including but not limited to the following system milestones:

1. Requirements review
2. Architecture review
3. Detailed design review
4. Code review
5. System test
6. System readiness review

Access Controls

The contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).

The contractor shall ensure that the software does not contain undocumented functions and undocumented methods for gaining access to the software or to the computer system on which it is installed. This includes, but is not limited to, master access keys, back doors, or trapdoors.

Cryptography

Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 and must be operated in FIPS mode. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

Configuration Management And Control

The contractor must ensure that the system will be divided into configuration items (CIs). CIs are parts of a system that can be individually managed and versioned. The system shall be managed at the CI level.

The contractor must have a configuration management plan that includes all hardware and software that is part of the system and contains at minimum the following sections:

1. Introduction
 - a. Purpose & Scope
 - b. Definitions
 - c. References
2. Configuration Management
 - a. Organization
 - b. Responsibilities
 - c. Tools and Infrastructure
3. Configuration Management Activities
 - a. Specification Identification
 - b. Change control form identification
 - c. Project baselines
4. Configuration and Change Control
 - a. Change Request Processing and Approval
 - b. Change Control Board
5. Milestones
 - a. Define baselines, reviews, audits
 - b. Training and Resources

The Information System Security Officer's (ISSO's) role in the change management process must be described. The ISSO is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. The contractor should not have the ability to make changes to the system's security posture without the appropriate involvement and approval of the ISSO.

The contractor shall track and record information specific to proposed and approved changes that minimally include:

1. Identified configuration change

2. Testing of the configuration change
3. Scheduled implementation the configuration change
4. Track system impact of the configuration change
5. Track the implementation of the configuration change
6. Recording & reporting of configuration change to the appropriate party
7. Back out/Fall back plan
8. Weekly Change Reports and meeting minutes
9. Emergency change procedures
10. List of team members from key functional areas

The contractor shall provide a list of software and hardware changes in advance of placing them into operation within the following timeframes:

- 30 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 10 calendar days for a low sensitivity system

The contractor must maintain all system documentation that is current to within:

- 10 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Modified code, tests performed and test results, issue resolution documentation, and updated system documentation shall be deliverables on the contract.

Any proposed changes to the system must have written approval from the NRC Contracting Officer's Representative (COR).

The contractor shall maintain a list of hardware, firmware and software changes that is current to within:

- 15 calendar days for a classified, SGI or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall analyze proposed hardware and software configurations and modification as well as addressed security vulnerabilities in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall provide the above analysis with the proposed hardware and software for NRC testing in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Control Of Hardware And Software

The contractor shall demonstrate that all hardware and software meet security requirements prior to being placed into the NRC production environment.

The contractor shall ensure that the development environment is separated from the operational environment using NRC CSO approved controls.

Auditing

The system shall be able to create, maintain and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user's address space (e.g., file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators or system security officers and other security relevant events. The system shall be able to audit any override of security controls.

The Contractor shall ensure auditing is implemented on the following:

- Operating System
- Application
- Web Server
- Web Services
- Network Devices
- Database
- Wireless

The contractor shall perform audit log reviews daily using automated analysis tools. In addition, the contractor must log at least the following events on systems that process NRC information:

- Audit all failures
- Successful logon attempt
- Failure of logon attempt
- Permission Changes
- Unsuccessful File Access
- Creating users & objects
- Deletion & modification of system files
- Registry Key/Kernel changes
- Startup & shutdown
- Authentication
- Authorization/permission granting
- Actions by trusted users
- Process invocation
- Controlled access to data by individually authenticated user
- Unsuccessful data access attempt
- Data deletion
- Data transfer
- Application configuration change
- Application of confidentiality or integrity labels to data
- Override or modification of data labels or markings
- Output to removable media
- Output to a printer

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

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

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

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

implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.9 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

A.11 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- The EIT is for a national security system.
- The EIT is acquired by a contractor incidental to a contract.
- The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- 1194.21 Software applications and operating systems.
 - 1194.22 Web-based intranet and internet information and applications. 16 rules.
 - 1194.23 Telecommunications products.
-

- 1194.24 Video and multimedia products.
- 1194.25 Self contained, closed products.
- 1194.26 Desktop and portable computers.
- 1194.31 Functional performance criteria.
- 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and [www. section508.gov](http://www.section508.gov) for additional guidance.

B.1 STATEMENT OF REQUIREMENTS

The contractor shall provide maintenance services for the following items:

Quantity	Part Number	Description
2	312-04048	OLP Exchange SVR STD 2010 NL
150	381-04178	OLP Exchange STD CAL 2010 DEV NL
2	228-09421	OLP SQL SVR STD 2008R2 NL
15	359-05353	OLP SQL CAL 2008R2 DEV NL
150	6VC-01161	OLP Windows RDS CAL 2008 DEV NL
19	P72-04219	OLP Windows Server ENT 2008R2 NL
150	R18-02729	OLP Windows Server CAL 2008 DEV NL

B.2 CONTRACTING OFFICER REPRESENTATIVE

(a) The COR for this delivery order contract is:

Eric Brusoe
 Office: Office of Administration
 Mailstop: TWFN/ 5 D12
 Washington, DC 20555-0001
 Phone: 301-415-5053
 Email: Eric.Brusoe@nrc.gov

(b) Performance of the work under this task order contract is subject to the technical direction of the NRC Task Order COR. The term "technical direction" is defined to include the following:

- i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order 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 task order contract. The Task Order COR does not have the authority to and may not issue any technical direction which:

- i. Constitutes an assignment of work outside the general scope of the contract.
- ii. Constitutes a change as defined in the "Changes" clause of this contract.
- iii. 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.

- iv. Changes any of the expressed terms, conditions, or specifications of the contract.
 - v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) Technical directions must be issued in writing by the Task Order COR or must be confirmed by the Task Order COR 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 Task Order COR in the manner prescribed by this clause and within the Task Order COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the Task Order COR 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 Task Order COR 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 Task Order COR shall:
- a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. 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.
 - d. Assist the contractor in obtaining the badges for the contractor personnel.
 - e. 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.
 - f. 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.

- g. 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.

B.3 BILLING INSTRUCTIONS FIXED-PRICE TYPE CONTRACTS (JULY 2011)

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Contract Number.** Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. **Task Order Number.** Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. **Invoice/Voucher.** The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. **Date of Invoice/Voucher.** Insert the date the invoice/voucher is prepared.
- g. **Billing Period.** Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. **Description of Deliverables.** Provide a brief description of supplies or services, quantity, unit price, and total price.

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
 - j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
 - k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
 - l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
 - m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
 - n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
 - o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
 - p. Grand Totals.
-