

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 4

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

BPA NO.

1. DATE OF ORDER 09-29-2005		2. CONTRACT NO. (If any) GS10F0201J		6. SHIP TO:	
3. ORDER NO NRC-33-05-402		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. CIO-05-402 - 7/25/05	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch 3 Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of Information Services	
				b. STREET ADDRESS ATTN: Jeffrey Bartlett Mail Stop: T-6-G1	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DENNIS MILLICAN & ASSOCIATES, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 2699 STIRLING ROAD, SUITE C106				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.	
d. CITY FORT LAUDERDALE				e. STATE FL	f. ZIP CODE 333126579
9. ACCOUNTING AND APPROPRIATION DATA 510-15-5G1-348 D1871 352A 31X0200.510 OBLIGATE: \$107,138.10				10. REQUISITIONING OFFICE CIO OFFICE OF INFORMATION SERVICES	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.E. POINT N/A	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/05-09/29/06	16. DISCOUNT TERMS Net 30 days.	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the proposal of Millican & Associates, Inc. dated September 27, 2005 and amended on September 29, 2005, to perform records management services for the NRC, which shall be performed in accordance with the attached Statement of Work.</p> <p>BASE YEAR: \$275,799.20 OPTION YEAR 1: \$173,194.50 OPTION YEAR 2: \$176,825.50</p> <p>The Government will issue task orders under this delivery order for which the funds will be placed on each task order. However, funds to support award of the initial task orders to be issued under this effort, has been obligated under the award of the basic delivery order.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	\$107,138.10	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4			\$107,138.10	17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: DR-33-05-402 (SUBMIT INVOICE IN TRIPLICATE.)				
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555	

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Brenda J. DuBose
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORITY OF LOCAL REVISIONS
PREPARED BY: TJS
TEMPLATE ADM001

SISP REVIEW COMPLETE

FORM 48 (REV. 3/2005)
PREPARED BY: TJS
ADM002

TASK ORDER TERMS AND CONDITIONS _____
NOT SPECIFIED IN THE CONTRACT _____

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

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

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

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

☐ 52.217-8, Option to Extend Services

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

A.3 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.

CONTINUATION PAGE

ATTACHMENT 1 - Statement of Work

ATTACHMENT 2 - Billing Instructions for Labor Hour Contracts

ATTACHMENT 3 - NRC Form 187

STATEMENT OF WORK

PROJECT TITLE: "RECORDS MANAGEMENT POLICY AND COMPLIANCE"

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) mission is to ensure adequate protection of the public health and safety, the common defense and security, and the environment in the use of nuclear materials in the United States. The NRC's scope of responsibility includes regulation of commercial nuclear power reactors; nonpower research, test, and training reactors; fuel cycle facilities; medical, academic, and industrial uses of nuclear materials; and the transport, storage, and disposal of nuclear material and waste.

The Records and FOIA/Privacy Services Branch (RFPSB), Information and Records Services Division (IRSD), Office of Information Services (OIS), supports the NRC's mission by administering the agency's records management program, including the management of official records throughout the NRC in paper, microfiche, or electronic media; operating the NRC File Center; managing the Agencywide Documents Access and Management System (ADAMS), NRC's primary electronic recordkeeping system for its programmatic and administrative records; and coordinating the retirement of inactive records from the File Center and from the NRC offices to off-site storage. The branch provides assistance to the NRC staff for the creation, collection, maintenance, retrieval, access, and disposition of records required by the NRC legal and technical programs as well as the administrative functions. The RFPSB requires contractor support with its records management related tasks.

2.0 OBJECTIVE

The objective of this Statement of Work (SOW) is to provide contractor support to assist NRC in establishing and maintaining compliance with all applicable records management laws, regulations, and policies.

3.0 SCOPE OF WORK

The contractor shall provide the necessary personnel, materials, and facilities to provide support for various records management related tasks as described below. It is expected that this assistance will be needed over a three year period. The NRC expects to issue two (2) task orders immediately upon award of the resultant contract. Each task order issued will specify the scope of work, deliverables, period of performance, level of effort, and any other requirements necessary to the specific task order.

Records management tasks under this contract may include, but not be limited to, the following policy and compliance activities:

- Assessing the NRC's electronic information systems and preparing records disposition schedules for unscheduled systems.

- Performing quality control reviews of documents filed to the ADAMS File Plan, a hierarchical file plan in the ForeMost software component used to place documents under records management control, to verify that documents are "filed to ForeMost" correctly.
- Performing ADAMS quality control actions based on the findings and recommendations of records management reviews of office recordkeeping practices.
- Developing procedures to disposition temporary and permanent records stored in ADAMS and coordinate notices to program offices.
- Developing and implementing procedures to review the IT systems inventory to identify systems not yet scheduled, prepare schedules for submission to NARA, and prepare supplements to revise NUREG-0910, "NRC Comprehensive Records Disposition Schedule," with new records schedules approved subsequent to its last issuance.
- Working with IT staff to ensure that electronic information system records management data are included in the IT system databases.
- Conducting records management reviews of various paper and electronic records collections to identify findings and to provide recommendations for improvement.
- Reviewing office recordkeeping practices to determine if offices are maintaining appropriate records.

4.0 GOVERNMENT FURNISHED MATERIAL

The NRC Project Officer will provide references and background data for use in executing the work required under each task order.

5.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The NRC will provide a workstation for up to two (2) contractors, as needed, as well as standard office equipment (i.e., desk and telephone) and supplies, solely for the purpose of use under this contract.

6.0 TRAVEL REQUIREMENTS

The contractor shall attend one (1) kick-off meeting and conduct staff interviews at the NRC Headquarters offices when necessary to obtain records management information. NRC estimates that 56 trips will be required; an average of one per week.

7.0 TRAVEL REQUIREMENTS (Continued)

In addition, the contractor may be required to travel to the NRC regional offices to conduct staff interviews. It is estimated that one (1), 1 to 2-day trip for one person to each of NRC's four regional offices may be required for each year of this contract. The NRC Regional Offices are located in:

Region I - King of Prussia, Pennsylvania
Region II - Atlanta, Georgia
Region III - Lisle, Illinois
Region IV- Arlington, Texas

All travel requirements will be reflected under each individual task order.

The NRC will not reimburse the contractor for local travel expenses.

8.0 PERSONNEL REQUIREMENTS

The contractor shall have sufficient knowledge of electronic records management and NARA's electronic records management regulations to perform any required analysis and to provide useful final products, with minimal input from the RFPSB management analysts.

In addition, the contractor shall be responsible for ensuring that its employees conduct themselves in a courteous, responsive, and professional manner at all times while working at NRC's facilities during performance of work under this contract.

9.0 PERSONNEL SECURITY REQUIREMENTS

Refer to the Attachment for the NRC Form 187 - "Contract Security Requirements and/or Classification Requirements" and applicable contract clauses.

10.0 WORK HOURS

Contractor hours shall follow the NRC core business hours from 7:30 a.m. to 4:15 p.m. daily, Monday through Friday, except for Federal holidays. The holiday schedule for contractor personnel shall conform to the "Federal Holiday" schedule. The Government will not reimburse the contractor for any holidays or when NRC facilities are closed due to unforeseen reasons.

11.0 PERIOD OF PERFORMANCE

This contract shall commence on or about September 30, 2005 and will expire on September 29, 2006. The Government may extend the term of this contract for an additional two (2) one-year option periods.

12.0 LEVEL OF EFFORT:

The total contractor hours estimated for this contract is estimated by the Government as follows:

Year 1:	Not to exceed 3,200 hours
Option Year 1:	Not to exceed 1800 hours
Option Year 2:	Not to exceed 1800 hours

13.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor within five (5) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

14.0 TASK ORDER PROCEDURES

- (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.

14.0 TASK ORDER PROCEDURES - (CONTINUED)

- (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 TORP 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.

15.0 ACCELERATED TASK ORDER PROCEDURES

- (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.

16.0 KEY PERSONNEL

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



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.

17.0 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Jeffrey L. Bartlett

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop: T-6-G1
Washington, D.C. 20555

Telephone Number: (301) 415-0243

- (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.

17.0 PROJECT OFFICER AUTHORITY - (CONTINUED)

- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph ©) 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.

18.0 PROJECT OFFICER AUTHORITY - (CONTINUED)

- (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.

19.0 CONSIDERATION AND OBLIGATION-TASK ORDERS

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$275,799.20 for the base year of the contract. The Contracting Officer may unilaterally increase this amount as necessary
- (b) The Contracting Officer will obligate funds on each task order issued.
- ©) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Costs for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

ATTACHMENT 2

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

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

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER' OR "EXPIRATION INVOICE".

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

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office

U.S. Nuclear Regulatory Commission

Division of Contracts and Property

Management MS: T-7-I2

Washington, DC 20555-0001

(a) Purchase Order No: _____

(b) Voucher/Invoice No: _____

(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice

Name: _____

Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period

_____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.