

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER
UNDER DPAS (15 CFR 350)RATING
N/APAGE OF PAGES
1 34

2. CONTRACT NO. (Proc. Inst. Ident.)

NRC-23-06-245

3. EFFECTIVE DATE

06-27-2006

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. EDO-06-303-04/25/06

EDO-06-0245-04/20/06

5. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Contract Management Branch No. 1
Mail Stop T-7-I-2
Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Contract Management Branch No. 1
Mail Stop T-7-I-2
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR

(No., street, city, county, State and ZIP Code)

EXCEPTIONAL SOFTWARE STRATEGIES

849 INTERNATIONAL DR # 310

LINTHICUM HEIGHTS MD 210902233

8. DELIVERY

☐ FOB ORIG'N☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30 days

10. SUBMIT INVOICES

(4 copies unless otherwise specified)

ITEM

TO THE ADDRESS SHOWN IN:

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

U.S. Nuclear Regulatory Commission
ATTN: Ms. Pamela Shea
11555 Rockville Pike
Mail Stop C-16-E-15
Washington DC 20555

12. PAYMENT WILL BE MADE BY

CODE

3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (NRC-23-06-254)

Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1)☒ 41 U.S.C. 253(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA

67M-15-S11-160 N7314 252A 31X0200.510 Obligate: \$109,567
610-15-SF1-342 J1207-1 252A 31X0200.510 Obligate: \$100,000

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	"EDO Document and Task Tracking System (EDATTS)"				

15G. TOTAL AMOUNT OF CONTRACT \$209,567.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on

Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER

(Type or print)

HENRY NEFFET DIRECTOR OF FINANCE

20A. NAME OF CONTRACTING OFFICER

Carolyn A. Cooper
Contracting Officer

19B. NAME OF CONTRACTOR

BY Henry Neffet
(Signature of person authorized to sign)

19C. DATE SIGNED

6/30/06

20B. UNITED STATES OF AMERICA

BY Carolyn A. Cooper
(Signature of Contracting Officer)

20C. DATE SIGNED

6/27/2006

STANDARD FORM 26 REV (4-85)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PRICE/COST SCHEDULE****PHASE ONE - BASE YEAR (July 1, 2006 through June 30, 2007)****TASK DESCRIPTION****PRICE**

- 1A. Project Plan
- 1B. Update Documentation and Training Material
- 1C. Upgrade or Convert BPMS Package
- 1D. Test Workflow with Adobe Forms/BPI Analysis
- 1E. Business Process Improvement
- 1F. Generalize Reporting
- 1G. Performance Improvement
- 1H. Upgrade Functionality
- 1I. Upgrade Application Maintenance
- 1J. Back-up and Recovery Procedures
- 1K. Technical Environment Upgrade Testing

**TOTAL PHASE ONE****\$209,567.00****PHASE TWO - OPTION YEAR ONE (July 1, 2007 through June 30, 2008)****TASK DESCRIPTION****PRICE**

- 2A. Project Plan
- 2B. Upgrade to Next Major release of BPMS
- 2C. Update Documentation and Training Material/BPI Analysis
- 2D. Business Process Improvement
- 2E. Generalize Reporting
- 2F. Performance Improvement
- 2G. Upgrade Functionality
- 2H. Upgrade Application Maintenance

**TOTAL PHASE TWO****\$221,067.08****PHASE THREE - OPTION YEAR TWO (July 1, 2008 through June 30, 2009)****TASK DESCRIPTION****PRICE**

- 2A. Project Plan
- 2B. Upgrade to Next Major release of BPMS
- 2C. Update Documentation and Training Material/BPI Analysis
- 2D. Business Process Improvement
- 2E. Generalize Reporting
- 2F. Performance Improvement
- 2G. Upgrade Functionality
- 2H. Upgrade Application Maintenance

**TOTAL PHASE THREE****\$530,091.60****TOTAL PRICE FOR ALL YEARS****\$960,725.68**

B.2 PROJECT TITLE

The title of this project is as follows:

"EDO Document and Task Tracking System"

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide an Agency-wide system and the associated enhancements in phases as described in the statement of work, as well as, provide on-site and remote technical support to the existing version of EDATTS (pilot).

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$209,567.00.

The amount obligated with respect to this contract is \$209,567.00.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****AGENCY-WIDE ELECTRONIC DOCUMENT AND TASK TRACKING SYSTEM (EDATTS)****1. BACKGROUND**

The Office of the Executive Director for Operations (OEDO) has the need to enhance the Electronic Action and Document Tracking System (EDATS) to incorporate functionality not included in the pilot version of EDATS (Version 0.1) and to provide maintenance support for the application, as well as, deploy the system in a phased manner throughout the Agency. The OEDO acquired 50 licenses to pilot test the system using a Business Process Management System (BPMS) package which was evaluated for feasibility for agency-wide use.

The BPMS package has performed well. The concept of using a BPMS with a systems integrator experienced in BPMS implementations has been successfully confirmed through the pilot. The designation of the agency-wide BPMS and the confirmation of additional requirements is a work in progress. This contract will provide for the systems integrator to utilize a BPMS and deploy EDATS on an agency-wide basis in a phased manner.

2. OBJECTIVE

The contractor shall provide an agency-wide system and the associated enhancements in phases as indicated in this Statement of Work, as well as, providing on-site and remote support to the existing version of EDATS. The system shall meet the following objectives:

- a.) Be an integrated system which enables NRC staff to track the current location of incoming and outgoing documents, as well as, the current status of assigned work tickets and assignments.
- b.) Provide the ability to electronically assign tickets to NRC offices.
- c.) Enable the NRC staff to readily obtain a wide range of routine reports and information on the status of assigned tickets, as well as, incoming and outgoing documents.
- d.) Increase NRC operational effectiveness by having all relevant tracking and document related information in one data base.
- e.) Enable NRC support staff to use one system that uses consistent terms, screens and concepts.
- F.) Facilitate obtaining performance metrics for enhancing operational efficiency and for capturing statistical measures.

3. SCOPE OF WORK

The contractor shall deliver and install the software application upgrades and other related items, including EDATS database modifications, for the phased enhancements listed below.

TASK 1 PHASE1 (FY06) [SUPPORT AN ADDITIONAL 50 USERS FOR OEDO, NSIR, OISI]**TASK 1A. Project Plan**

The contractor shall prepare a project plan with a schedule for the delivery of the sub-tasks described below. The times/factors identified below are provided as target guidance for the contractor. The project plan shall be submitted by the contractor within 15 days of the effective date of Phase One. The NRC PO will provide comments/acceptance of the Project Plan within 10 days of receipt.

TASK 1B. Update Documentation and Training Material.

The contractor shall update the process documentation and associated specifications to include the most recent versions of the work processes. In addition, the contractor shall update the data dictionary and provide the data base schema. Documentation shall be provided in hard copy, as well as, electronic format. The contractor shall provide source code material and ensure continual updates as modifications are made to the system. The contractor shall update the training material for users, as well as, training material for system administrators.

The contractor shall provide the draft documentation and training materials to the NRC PO within 45 days after the effective date of Phase One. The NRC PO will review the draft documentation and training materials and provide comments/acceptance within 30 days after receipt of the draft documentation and training materials. The contractor shall revise the draft documentation and training materials incorporating the NRC's comments within 10 days after receipt of the NRC's comments.

TASK 1C. Upgrade or Convert BPMS Package.

The contractor shall upgrade the underlying BPMS platform from BizFlow Version 9.2 to Version 10.1 or convert to another BPMS package. The contractor shall install and test the upgraded version to ensure functionality and performance. The contractor shall convert and test the EDATS application. (This is EDATS Version 1.)

The contractor shall upgrade or convert the BPMS package within 60 days after the effective date of Phase One. The NRC PO will provide acceptance of the BPMS platform/package within 30 days after completion.

TASK 1D. Testing Workflow with Adobe Forms.

The contractor shall test the interface of HandySoft Bizflow using Adobe forms. An estimated 10 sample forms will be used to ensure that Adobe forms can be used to automate work-flow processing of NRC administrative forms. The contractor shall perform BPI analysis of work flows for sample forms, then identify and implement work flow improvements. NRC technical environment includes Adobe Reader Extension Server. The contractor shall also propose an approach for utilizing a database with Adobe forms and the BPMS package.

The contractor shall provide the draft approach for utilizing a database with Adobe forms and the BPMS package and the results of the BPI analysis of work flows within 90 days after the effective date of Phase One. The NRC will review the draft approach for utilizing a database with Adobe forms and the BPMS package and BPI analysis of work flows and provide comments/acceptance to the Contractor within 30 days after receipt.

Upon receipt of NRC review and approval of the proposed approach for utilizing a database with Adobe forms and the BPMS package and BPI analysis of work flows, the contractor shall test an integrated solution to include work flow processing that supports data base functionality in using Adobe forms.

TASK 1E. Business Process Improvement Analysis (BPI)

The contractor shall provide a BPI analysis and implement improvements of baseline work flow processes and associated functionality for the two offices – OIS and NSIR – participating in the pilot EDATS project, in addition to conducting a review of SECY's baseline process flow. The baseline process review and analysis shall identify the essential action tracking and work product review processes.

The contractor shall provide the results of the baseline process review and analysis within 120 days after the effective date of Phase One. The NRC will review the analysis and provide comments/acceptance to the Contractor within 30 days after receipt.

TASK 1F. Generalized Reporting.

The contractor shall provide generalized reporting interface capability to include Crystal Reports and the use of Access.

TASK 1G. Performance Improvement.

The contractor shall provide an analysis of the performance of EDATS with an increased workload. The contractor shall acquire, install and test upgraded hardware components.

The contractor shall provide the results of the analysis of the performance of EDATS to the NRC PO within 60 days of the effective date of Phase One. The NRC PO will review the results of the analysis and provide comments/acceptance within 30 days of receipt.

TASK 1H. Upgrade Functionality.

The contractor shall provide additional functionality to include the ability for sending modification requests at the concurrence level and also to allow for establishing a related task before closeout. The contractor shall also provide additional functionality identified during the extension of EDATS to support the essential *action tracking and document location needs of the offices participating in the pilot test (OIS and NSIR)*, as well as, the essential functionality to support SECY needs. The contractor shall participate in sessions held to review and refine data entry screen(s) for an agency-wide system.

TASK 1I. Upgrade Application Maintenance.

The contractor shall upgrade application maintenance support for EDATS Version 1.0 to include additional functionality, users and equipment.

TASK 1J. Back-Up and Recovery Procedures. The contractor shall provide backup and recovery procedures to minimize downtime and provide the ability to utilize the Test Server if necessary for interim operation of EDATS, should the Production Server be unavailable. The contractor shall participate in testing the backup and recovery procedures and provide necessary training and documentation to NRC technical staff.

The contractor shall provide the draft back-up and recovery procedures, training and documentation to the NRC PO within 70 days after the effective date of Phase One. The NRC PO will review the draft back-up and recovery procedures, training and documentation and provide comments/acceptance to the contractor within 30 days of receipt. The contractor shall revise the draft back-up and recovery procedures, training and documentation, incorporating the NRC's comments within 20 days after receipt of the NRC's comments.

TASK 1K. Technical Environment Upgrade Testing.

The contractor shall test the EDATS system for integration with the additional components of the NRC technical environment. This shall include testing with a general purpose portal capability, such as MS Share Point that NRC has already installed. The contractor shall integrate and test EDATS with Lightweight Directory Access Protocol (LDAP). The contractor shall participate in providing EDATS with Secure Socket Layer (SSL) capability.

NRC will provide VersiSign certificates for the servers. The contractor shall test Managed Public Key Infrastructure (MPKI) capability to support digital signatures for EDATS.

PHASE 2 (FY07) SUPPORT 100 MORE USERS IN NRC OFFICES (SECY, OE, OI, NMSS) AND FOUR REGIONAL OFFICES

TASK 2A. Project Plan

The contractor shall prepare a project plan with a schedule for the delivery of the sub-tasks described below. The times/factors identified below are provided as target guidance for the contractor. The project plan shall be submitted by the contractor within 15 days of the effective date of Phase Two. The NRC PO will provide comments/acceptance of the Project Plan within 10 days of receipt.

TASK 2B. Upgrade to Next Major Release of BPMS.

The contractor shall upgrade the underlying BPMS platform to the next major release of the software. The contractor shall install and test the upgraded version to ensure functionality and performance. The contractor shall convert and test the EDATS application running under the upgraded release. (This becomes EDATS version 2.)

TASK 2C. Update Documentation and Training Material.

The contractor shall update the process documentation and associated specifications to include the most recent versions of the work processes as a result of upgrading to EDATS production Version 2. In addition, the contractor shall update the data dictionary and the data base schema. The contractor shall provide source code material and ensure continual update as modifications are made and update the training material for users and system administrators.

The contractor shall provide the draft documentation and associated specifications, data dictionary and database schema in hard copy, as well as, in electronic format, to the NRC PO within 45 days after effective date of Phase Two. The NRC PO will review the draft documentation and associated specifications, data dictionary and database schema and provide comments/acceptance to the contractor within 30 days after receipt. The contractor shall revise the draft documentation and associated specifications, data dictionary and database schema incorporating the NRC's comments within 15 days after receipt of the NRC's comments.

TASK 2D. Business Process Improvement Analysis (BPI).

The contractor shall provide BPI analysis and implement improvements of baseline work flow processes for the eight additional offices participating in this phase of the EDATS project. The baseline process review and analysis shall identify essential action tracking and work product review processes.

The contractor shall provide the results of the baseline process review and analysis within 75 days after the effective date of Phase Two. The NRC PO will review the baseline process review and analysis and provide comments/acceptance to the Contractor within 30 days after receipt.

TASK 2E. Generalized Reporting.

The contractor shall provide improved generalized reporting interface capability to include upgraded versions of Crystal Reports and the use of Access.

TASK 2F. Performance Improvement.

The contractor shall provide an analysis of the performance of EDATS with an increased workload. The contractor shall acquire the appropriate additional hardware and software upgrades and install and test the upgraded hardware components.

TASK 2G. Upgrade Functionality and Interfaces.

The contractor shall provide additional functionality to include ability for interfacing with other NRC systems such as the NRC Time and Labor (HRMS). The contractor shall also provide additional functionality identified during the extension of EDATS to support the essential action tracking and document location needs of the additional offices participating in this phase of EDATS. The essential functionality supports baseline process flows.

TASK 2H. Upgrade Application Maintenance.

The contractor shall upgrade maintenance support for EDATS Version 2.0 to include additional functionality, users and equipment.

PHASE 3 (FY08) SUPPORT 200 MORE USERS IN 10 MORE OFFICES (NRR, ADM, HR, SBCR, RES, STP, CFO, OIP, OPA & OCA)**TASK 3A. Project Plan**

The contractor shall prepare a project plan with a schedule for the delivery of the sub-tasks described below. The times factors identified below are provided as target guidance for the contractor. The project plan shall be submitted by the contractor within 15 days of the effective date of Phase Three. The NRC PO will provide comments/acceptance of the plan within 10 days after receipt.

TASK 3B. Upgrade to Next Major Release of BPMS.

The contractor shall upgrade the underlying BPMS platform to next major release of the package. The contractor shall install and test the upgraded version to ensure functionality and performance. The contractor shall convert and test the EDATS application. (This becomes EDATS Version 3.)

TASK 3C. Update Documentation and Training Material.

The contractor shall update the process documentation and associated specifications to include most recent versions of the work processes as a result of upgrading to production Version 3. The contractor shall also update the data dictionary and the data base schema. The contractor shall provide source code material and ensure continual updates as modifications are made to the system. The contractor shall update training material for users and system administrators.

The contractor shall provide the draft documentation and associated specifications, data dictionary and database schema in hard copy, as well as, in electronic format, to the NRC PO within 45 days after effective date of Phase Three. The NRC PO will review the draft documentation and associated specifications, data dictionary and database schema and provide comments/acceptance to the contractor within 30 days after receipt. The contractor shall revise the draft documentation and associated specifications, data dictionary and database schema incorporating the NRC's comments within 15 days after receipt of the NRC's comments.

TASK 3D. Business Process Improvement Analysis (BPI).

The contractor shall provide BPI analysis and implement improvements of baseline work flow processes for an additional ten offices participating in this phase of the EDATS project. The baseline process review and analysis shall identify essential action tracking and work product review processes.

The contractor shall provide the results of the baseline process review and analysis within 120 days after the effective date of Phase Three. The NRC PO will review the analysis and provide comments/ acceptance to the Contractor within 30 days after receipt.

TASK 3E. Generalized Reporting.

The contractor shall provide improved generalized reporting interface capability to include upgraded versions of Crystal Reports and use of Access.

TASK 3F. Performance Improvement.

The contractor shall provide an analysis of performance of EDATS with an increased workload. The contractor shall acquire appropriate additional hardware and software upgrades. The contractor shall install and test the upgraded hardware components.

TASK 3G. Upgrade Functionality and Interfaces.

The contractor shall provide additional functionality to include the ability for interfacing with other NRC systems such as Agency-wide Documents Access Management System (ADAMS). The contractor shall also provide additional functionality identified during the extension of EDATS to support the essential action tracking and document location needs of the ten (10) additional offices participating in this phase of EDATS. The essential functionality supports baseline process flows.

TASK 3H. Upgrade Application Maintenance.

The contractor shall upgrade maintenance support for EDATS application Version 3.0 to include additional functionality, users and equipment.

4. SCHEDULE

The maintenance and support tasks will begin on the date of award and will be on an as needed basis. The product updates will commence upon award of the contract for the duration of the contract.

5. SOFTWARE PERFORMANCE

The software developed shall conform to and perform in accordance with the requirements and specifications set forth in Section 3, Scope of Work.

6. ACCEPTANCE

Software application must operate in accordance with the manufacturer's specifications and meet the functional descriptions described in Section 3, Scope of Work. The Government will give notice to the contractor of acceptance within 30 days from receipt of each deliverable.

7. SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the NRC. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is the Baltimore District Office.

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquish of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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 Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT (JUN 1988)

(a) General. This clause establishes a standard of performance which must be met before any ADP equipment delivered under this contract is accepted by the Government. This also includes replacement machines, substitute machines, and machines which are added or field modified (modifications of a machine from one model to another) after a successful performance period.

(b) Performance Period and Effectiveness Level. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of 60 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 95 percent or more.

(c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 60 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 60 consecutive days.

(d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after 90 calendar days from the installation date or start of the performance period, whichever is later, the Government may at its option request a replacement or terminate the contract and request the immediate removal of the equipment.

(e) Effectiveness Level Computations. The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.

(f) Changes in Equipment. The effectiveness level for machines added, field-modified, or substituted, or for a replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure or the machine being tested.

(g) Operational Use Time for System. Operational use time for performance testing for a system is the accumulated time during which the Central Processing Unit is in actual operation, including any intervals of time between the start and stop of the processing of the programs.

(h) Operational Use Time for Equipment. Operational use time_ for performance testing for a machine added, field-modified, or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.

(i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.

(j) Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.

(k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.

(l) Machine Failure Downtime. Machine failure downtime for a machine added, field-modified, or substituted, or for a replacement machine after the system has completed a successful performance period is that period of time when such machine is inoperable due to its failure.

(m) Minimum of Use Time. During the performance period for a system/machine, a minimum of 30 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 30 hours. Machines added, field modified and substitute machines are subject to the 30 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 30 hours use time, provided the average effectiveness for the 60 day acceptance period is equal to or better than the level_ specified in paragraph b above.

(n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.

(o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.

(p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.

(q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 30 consecutive days; therefore, the performance period must start not later than the 30 day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.

(r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on July 1, 2006 and will expire on June 30, 2007. The term of this contract may be extended at the option of the Government for an additional two years.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: Pamela Shea

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop O-16-E-15
Rockville, MD 20852

Telephone Number: (301)415-1718

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 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 or 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.

H.2 Badge Requirements for Unescorted Building Access to NRC Facilities (FEB 2004)

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. 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.

H.3 2052.215-70 KEY PERSONNEL (JAN 1993)

(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.

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

EDATTS (Pilot)

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-23-05-241.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.5 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved

based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall

assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

H.6 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

(a) Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.

(b) Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.

(c) Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.

(d) Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.

(e) Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.

(f) Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.

(g) Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.

(h) Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.

(i) Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.

(j) Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of 08:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed at the NRC installation.

(k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.

(l) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.

(m) Total Monthly Charges.

(1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.

(2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.

(n) Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required:

(o) Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

H.7 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards (See Section J for List of Attachments) without written approval of the Contracting Officer.

H.8 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.

H.9 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.10 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees,

consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.11 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.

(End of Clause)

H.12 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999

52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-9	REFUND OF ROYALTIES	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.245-9	USE AND CHARGES	AUG 2005
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 3 years.

I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

I.5 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or

52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 60 days.

This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT
NUMBER

TITLE

J-1

Billing Instructions for Fixed
Price Contracts

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the 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 or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. 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 - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices 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 - Mail Room
11555 Rockville Pike
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.

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

Frequency: The contractor shall submit a voucher or 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. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year 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."

Billing Instructions for Fixed Price Contracts (October 2003)

Attachment J-1

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

Supersession: These instructions supersede any previous billing instructions.