

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

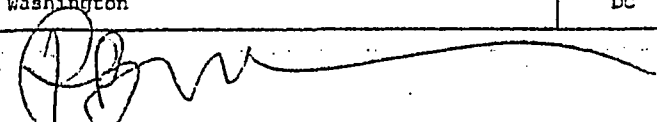
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IMPORTANCE: Mark all packages and papers with contract and/or order numbers.

EPA NO.

1. DATE OF ORDER 05/12/2006		2. CONTRACT NO. (if any) GS35F0607M		6. SHIP TO:	
3. ORDER NO. DR-33-06-375		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Tu Tran, (301) 415-7119	
4. REQUISITION/REFERENCE NO. OIS-06-375 & EDO-06-0242		b. STREET ADDRESS Mail Stop: T6-E60P		c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555		d. STATE DC		e. ZIP CODE 20555	
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR NUMBER SIX SOFTWARE, INC		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME ATTN: PAUL MOSKOWITZ		Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery/contract is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 1593 SPRING HILL ROAD SUITE 220		d. CITY VIENNA		e. STATE VA	
f. ZIP CODE 221822245		10. REQUISITIONING OFFICE CIO		11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
g. ACCOUNTING AND APPROPRIATION DATA FFS#:10670712C 610-15-5F1-340 J1201-2 252A 31X0200 \$194,656.00 FFS#:10670712C 610-15-5F1-340 J1202-5 252A 31X0200 \$150,300.00 FFS#:EDO-06-314 67M-15-511-160 N7314 252A 31X0200 \$ 77,400.00 OBLIGATE: \$422,356.00		12. F.O.B. POINT Destination		13. PLACE OF	
a. SMALL <input checked="" type="checkbox"/>		b. OTHER THAN SMALL <input type="checkbox"/>		c. DISADVANTAGED <input type="checkbox"/>	
d. WOMEN-OWNED <input type="checkbox"/>		e. HUBZone <input type="checkbox"/>		f. EMERGING SMALL BUSINESS <input type="checkbox"/>	
g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/>		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/13/06 - 09/12/06	
16. DISCOUNT TERMS NET 30		17. SCHEDULE (See reverse for Rejections)		See CONTINUATION Page	

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The Contractor shall provide "Operational Support for the NRC Project Management Methodology (PMM) and Supporting Tools", in accordance with the attached SOW, the terms and conditions of GSA Contract No. GS-35F-0607M and this Contract, and at the prices stated in the SCHEDULE below.					
	PERIOD OF PERFORMANCE: 05/13/2006 - 09/12/2006					
001	Web Architect (Rational Process Manager)				\$152,460.00	
002	Senior Web Consultant (Rational Project Manager)				\$267,960.00	
003	Systems/Business Analyst (Rational Analyst)				\$77,000.00	
004	Senior Web Consultant (Senior Rational Tools Specialist)				\$89,320.00	
005	Web Consultant (Rational Tools Specialist)				\$154,000.00	
	DUNS #: 948834304					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$740,740.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2						17(i) GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-06-375)							
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		Obligated \$422,356.00		
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Robert B. Webber Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 3/2005)
FPMR (41 CFR) 101-11.6, FAR 48 CFR 63.213(f)

ADM002

PAGE NO.
2

DATE OF ORDER

05/12/2006

CONTRACT NO.

GS35F0607M

ORDER NO.

DR-33-06-375

ACCEPTED:

NAME AND TITLE

SIGNATURE AND DATE

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ADDITIONAL CONTRACT TERMS AND CONDITIONS**A.1 CONSIDERATION AND OBLIGATION**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$740,740.00**. The Contracting Officer may unilaterally increase this amount as necessary during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is **\$422.356.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[REDACTED]

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 cause or default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.3 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: **Tu Tran**

Address: U.S. Nuclear Regulatory Commission
OIS/BPIAD
Mail Stop T6-C30
Washington, DC 20555

Telephone Number: (301) 415-7119

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

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

A.4 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) **Definition of National Security Information.** The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) **Definition of Restricted Data.** The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) **Definition of Formerly Restricted Data.** The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) **Definition of Safeguards Information.** Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) **Security Clearance.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.5 Badge Requirements for Unescorted Building Access to NRC Facilities

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-

9). One of the documents must be presented in person for certification. A list of acceptable documents is available at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

A.6 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."

A.7 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. section 552a (1988)), or the Freedom of Information Act (5 U.S.C. section 552 (1986)), or other confidential or privileged technical, business, or financial information under

this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

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

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

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

A.8 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

A.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Statement of Work

Operational Support for the NRC Project Management Methodology (PMM) and Supporting Tools

A. STATEMENT OF WORK (SOW)

1.0 General

The NRC has developed an integrated Project Management Methodology (PMM) and acquired the Rational Enterprise Suite (RES) as software tools to support the PMM process framework.

NRC's Office of Information Services (OIS) anticipates the need to support the software in the following areas: a) establish and maintain an operational environment of the Rational Enterprise Suite software tools; b) increase user outreach and marketing to foster understanding of how using PMM and RES tools can benefit the agency by providing a computer based application with the industry proven Systems Development Life-Cycle Management Methodology (SDLCM) to ensure that IT systems optimize mission performance, contain IT costs, and reduce duplication of effort; c) increase utilization of best practices from private industry and Federal government.

The NRC plans on utilizing the ClearQuest, ClearQuestWeb, RequisitePro, Rose, ClearCase, TestManager, Robot, SoDA, and ProjectConsole modules of the RES during the Inception, Elaboration, Construction and Transition processes as defined in the PMM framework.

The objective of this Statement of Work is to provide processes and tools to support the NRC implementation of Project Management Methodology.

2.0 Scope

The overall scope of Operational Support for the NRC Project Management Methodology (PMM) and Supporting Tools shall include all activities necessary for the contractor to prepare for and support the implementation of PMM, the use of RES software, and to recommend a revised deployment strategy for the NRC. The Contractor shall provide necessary personnel, management, materials, administrative and technical services required as requested for the tasks outlined in the contract.

Work Orders for Operational Support for the NRC Project Management Methodology and Supporting Tools (Rational Enterprise Suite) may cover:

- Defining best practice for implementing Rational Enterprise Suite software tools
- Providing technical assistance and support with setting up, documenting, and tuning the Rational Enterprise Suite environment
- Participating in setting up and documenting Standard Operating Procedures (SOP) for the NRC based on the best practices

Statement of Work

- Creating templates and user interfaces based on standards
- Providing monthly training session to NRC staff on PMM and Rational Tools
- Providing expert technical support services for application developers, business sponsors of IT applications, and OIS staff at the NRC concerning PMM tools and techniques in Project Management, Requirement Analysis, Software Quality, Software Deployment and Management, Software Change and Configuration Management, and Process and Portfolio Management.

3.0 Objective

This SOW defines a baseline level of effort for supporting Project Management Methodology and Supporting Tools (Rational Enterprise Suite) activities. The contractor shall provide the necessary resources to provide comprehensive services to OIS and its customers to perform routine and specific services for the project management and supporting tools' environment.

The work shall include the following tasks:

3.1 The Contractor shall review the current environment settings to recommend a revised deployment strategy that shall meet the NRC needs, if needed. However, the deployment strategy shall incorporate the best practice that has been repeatedly used by the industry and other Federal agencies. The Contractor shall present the recommended strategy along with documentation validating those recommendations to the NRC for review and acceptance. Once accepted, the Contractor shall implement the recommendations.

3.2 The Contractor shall participate in setting up and documenting RES standards based on best practices.

3.3 The Contractor shall create templates, user interfaces, and modules of reusable code based on the standards.

3.4 The Contractor shall provide expert technical support services for business sponsors of Systems/Applications, Application/System developers, and OIS staff at the NRC concerning tools, techniques, coding and form standards, application security, and application accessibility.

3.5 The Contractor shall, upon request, prepare and present RES usability, progress of work, unique or interesting technical findings, and results of research to NRC staff and management. Upon request, the Contractor shall attend and participate in regularly scheduled staff, planning, and task control meetings, as requested.

3.6 The Contractor shall maintain a repository of both electronic and paper documentation of all supporting documentation related to this program. All documentation and data related to the Operational Support for the NRC Project Management Methodology and Supporting Tools is the property of the NRC.

3.7 The Contractor shall provide the necessary resources to provide comprehensive services to perform routine and specific operational support for the Rational Enterprise Suite environment.

Statement of Work

3.8 The contractor shall create a Project Management Plan which describes the schedule associated with this effort. The initial version of the Project Management Plan shall be available to the NRC project officer one week after project startup and updated every month thereafter.

3.9 The contractor shall provide support to assigned projects in creating Test Management Plan and Test script.

3.10 The contractor shall provide operational support during normal working hours.

3.11 The contractor shall provide monthly training sessions on PMM and Rational Tools to NRC staff.

3.12 The Contractor shall define best practices and make recommendations to the NRC in regard to streamlining the PMM process by utilizing the RES tool set.

3.13 The contractor shall develop additional content to the PMM such as Enterprise Architecture (EA), CPIC, EVMS.

3.14 The contractor shall monitor and update the PMM web-site content with current information.

3.15 The contractor shall provide support to the PMM pilot projects: National Source Tracking System (NSTS), ERDS, SLES, FEES Replacement, ADAMS 5.0, EIE, Foreign Travel System.

3.16 The contractor shall develop the business case for the EDO's Electronic Document and Action Tracking System (EDATS) project.

3.17 The contractor shall develop system test, contingency plan test, test procedures, and corrective action plans to systems defined in the ISS program.

3.18 The contractor shall develop business processes, standard operating procedures, and project management plan for the ISS program.

3.19 The contractor shall develop the Integrated Project process following PMM guidance and implement the existing projects using that process.

3.20 The contractor shall provide support to the converting what exists into the proper format for the ADAMS, EHD, and Convera implementation area in HLW.

3.21 The contractor establishing and maintaining RES accounts for the three ADAMS Convera applications. There will have to be three separate accounts, one for each library.

3.22 The contractor shall provide support to activities related to the final design and deployment of the application for the ADAMS Main Library, including testing, development of support materials for the computer operational staff and the users.

3.23 The contractor shall evaluate the differing designs and configurations of the three

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Statement of Work

existing applications.

3.24 The contractor shall evaluate the capabilities and design options of the Convera products.

3.25 The contractor shall provide support in affirming/determining/documenting the requirements for the current and the next generation search engine and plan for the software upgrade.

3.26 The contractor shall record the outcome of project meetings and maintain the inventory of change requests and the Issues/Risks.

3.27 The contractor shall provide support and assistance in the development of new Convera interfaces with FileNet libraries.

4.0 Deliverable Due Dates

Deliverables	Due date (not later than)
Project Management Plan	1 week after Task startup and monthly thereafter
Review and Update Master Plan: CM, Change Request, Test Manager, System Requirements	1 month after Task startup and as needed
Update Installation/Administration/Operations Documentation/User Help files	Quarterly, when software patch or update occurs
Weekly Task Progress Report	Weekly
Capture of all items under Configuration Management	Yearly, concurrent with the deployment of any new software versions
Provide classroom training on ClearCase (CC), ClearQuest (CQ), Test Manager and RequisitePro	Monthly
Provide classroom training on PMM to NRC staff	Monthly
Provide one-on-one training on CC, CQ, Test Manager and RequisitePro	10 times per month, as needed and approved by Task Manager

Oral Briefings and Participation in Meetings

Contractor personnel shall attend and participate in regularly scheduled staff, planning and task control meetings as requested. Upon request, the Contractor shall prepare and present oral briefings on progress of work, unique or interesting technical findings, result of research and presentation of draft conclusions or reports. It is anticipated that meetings may occur weekly initially and taper to an as-needed basis and that one or two presentations per month

Statement of Work

may be necessary.

5.0 Current Environment

The current NRC Rational Enterprise environment is as follows:

LAN OS

Novel NetWare 6.1

Apps Server

Windows 2000, Rational Enterprise Suite, ClearCase Multisite

Hardware for Rational Server

Dell 2650

Client Software

Client workstation: Pentium 2/233 MHz or better workstation with a minimum of 256 MB of RAM and 20 GB hard disk.

Client O/S software: Windows XP professional.

6.0 Period of Performance

May 13, 2006 through September 12, 2006

7.0 Place of Performance/Hours of Operation

The NRC will provide on-site space for one contractor. Government-furnished equipment on-site will include a desktop for the on-site contractor for general office use with connection to the rational servers. If different types of skills are required, contractor personnel shall share this common work area. The Contractor shall provide support for various operational support tasks for the NRC Project Management Methodology and Rational Enterprise Suite, Monday – Friday during the hours of 7 AM and 6 PM. The Contractor shall be available during the core hours of 9 AM – 3:30 PM, EST. A normal work week will consist of 40 hours, which may be spread across several skill mixes with no overtime or extra hours. Office location follows:

U. S. Nuclear Regulatory Commission
Headquarters
11545 and 11555 Rockville Pike

Statement of Work

Rockville, MD 20852

8.0 Required Skills of Key Personnel.

Contractor key personnel shall have the following:

- Extensive experience or academic training in the Rational Architect, Rational Tools, and Rational Functional/Processes
- Excellent communications and interpersonal skills
- Competency in writing user and technical documentation as demonstrated through prior assignments
- Competency in managing a project (e.g., costs, schedules, staff) as demonstrated through prior assignments
- Extensive experience in Windows 2000, Windows 2003 server environment
- Extensive experience in the Rational Unified Process or similar integrated Project Management Methodology.

The contractor shall also have an established reputation in supporting Rational Enterprise Suite software, as evidenced by three years of implementation and utilization of RES architect, tools, and processes.

9.0 Reporting Requirements

• Monitoring of Funds

The contractor shall monitor and report expenditure of staff hours monthly and shall compare actual monthly expenditures with proposed monthly expenditures outlined in a spending plan. The Government reserves the right to redirect effort within the scope of this effort to insure that RES is operational within the limits of the funds provided.

• Project Management Plan

The contractor shall submit a detailed Project Management Plan to cover this work. The plan shall show tasking, milestones, labor categories and/or staff assigned and the projected number of hours estimated to complete each task by staff member. This plan shall be maintained in Microsoft Project 2000 format. This plan shall be updated at the same level of detail on a monthly basis for the duration of the task. The Project Management Plan shall also include dollars by labor category/assigned personnel which shall support the contractor's estimate for the work executed under this contract.

• Monthly Reports

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the Contracting Officer by the 3rd work day of each month. The report shall also contain the order number and task; the period covered by the report; a summary of work performed during the reporting period for each task, including appropriate statistics and plans for the next reporting period; a discussion of project plans, problems and the proposed corrective action, and analysis of the impact on other tasks within the scope of the SOW; and a status of expenditures under the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the order.

Statement of Work

10.0 Records/Data.

All deliverables / products from this Statement of Work shall be delivered in the following formats unless an exception is mutually agreed upon by the contractor and the NRC:

- Reports shall be delivered in WordPerfect 10.0, Word 2003, PDF, and/or HTML format
- Presentations shall be delivered in MS PowerPoint XP
- Data shall be delivered in Comma Separated Value (CSV) files.

All data, deliverables and products belong to the NRC. Written permission shall be obtained from the NRC prior to use or publication of these data, deliverables or products. No designation of NRC shall be applied to any publication of these data, deliverables or products without express written permission from the NRC.

11.0 Government Furnished Items.

The Government will provide the following:

- For scheduled meeting dates, conference rooms will be reserved for contractor use. Each of these rooms has a telephone available for use
- Present PMM and Rational Enterprise Suite artifacts, Standard Operational Procedures, applicable regulations, manuals, texts, briefs and other materials associated with the project
- Initial familiarization/orientation will be provided on site. Government furnished equipment on-site shall include a desktop configuration for the on-site employee for general office use with connection to the RES servers.

12.0 508 Compliance

The Industry Partner shall support the Government in its compliance with Section 508, throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following websites for additional information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

NUMBER SIX SOFTWARE, INC
1593 SPRING HILL ROAD
SUITE 220
VIENNA, VA 22182-2245

**A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)**

DR-33-06-375

**B. PROJECTED
START DATE**

05/13/2006

**C. PROJECTED
COMPLETION DATE**

09/12/2006

2. TYPE OF SUBMISSION



A. ORIGINAL



**B. REVISED (Supersedes all
previous submissions)**



C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

GS-35F-0607M (DR-33-06-353)

DATE

05/12/2006

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**OPERATION SUPPORT FOR NRC PROJECT MANAGEMENT METHODOLOGY (PMM) AND
SUPPORTING TOOLS**

DR-33-06-375 (Attachment 2.)

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5.C.)

**NOT
APPLICABLE**

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



**2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)**



3. GENERATION OF CLASSIFIED MATTER.



**4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.**



**5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.**



**6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.**



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Myron Kemerer, Chief, OIS/BPIAD/ADMB

SIGNATURE



DATE

7/1/06

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:



AUTHORIZED CLASSIFIER (Name and Title)



DIVISION OF FACILITIES AND SECURITY

N/A [Signature]

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)



SPONSORING NRC OFFICE OR DIVISION (Item 10A)



DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT



DIVISION OF FACILITIES AND SECURITY (Item 10B)



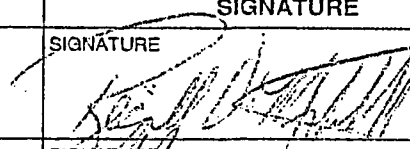
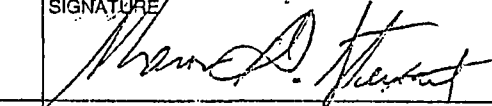
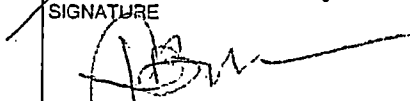
CONTRACTOR (Item 1)



SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Reginald Mitchell		4/13/06
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Sharon D. Stewart		5/10/06
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Mary L. Scott		5/12/06

REMARKS

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS
DR-33-06-375 (Attachment 3.)**

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

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

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

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

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

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

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

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

Billing Instructions
Page 2 of 2

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

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

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

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

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

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

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

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

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

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