

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 13

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

BPA NO.

1. DATE OF ORDER AUG 21 2007		2. CONTRACT NO. (If any)		6. SHIP TO	
3. ORDER NO. DR-23-07-247		4. REQUISITION/REFERENCE NO. EDO-07-247		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS	
7. TO:				c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR STRATEGIC E-BUSINESS SOLUTIONS SEBS				e. ZIP CODE 20555	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 3 BETHESDA METRO PLAZA				8. TYPE OF ORDER	
d. CITY BETHESDA				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
e. STATE MD				REFERENCE YOUR 08/14/2007 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.	
f. ZIP CODE 208145330				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form, and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA 77M-15-511-118 21305 252B 31x0200 Obligate \$119,750.00 FFS# EDO-07-303 DUNS# 127775125				10. REQUISITIONING OFFICE EDO Executive Director for Operations	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL <input 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					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION See Page 2		b. ACCEPTANCE See Page 2		45 days A/R/O	
		N/A		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This is a Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Purchase Order for a minimum of three (3) and a maximum of ten (10) Lean Six Sigma (LSS) Executive Orientation classes.</p> <p>The Contractor shall provide one (1) each Pilot LSS Executive Orientation class and a maximum of ten (10) each half-day LSS Executive Orientation courses. This shall be done in accordance with the attached Statement of Work, SeBS proposal #20070814, and e-mails dated 8/20/07 and 8/21/07 attached.</p> <p>The Nuclear Regulatory Commission is awarding this order in accordance with the Partnership Agreement signed on 1/31/07 between the U.S. Small Business Administration and the U.S. Nuclear Regulatory Commission.</p> <p>See page #2 for details.</p>					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4					
	b. STREET ADDRESS (or P.O. Box) Attn: DR-23-07-247					17(i). GRAND TOTAL
	c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		
					\$119,750.00	

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Sharlene McCubbin
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 12/06)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

ADM002

Pricing:

1. The Contractor is authorized to invoice the Nuclear Regulatory Commission (NRC) at the following rates:

CLIN	Description	Quantity	Unit Price	Total
0001	LSS Executive Orientation	3 each	\$19,500.00	\$ 58,500.00
0002	LSS Executive Orientation	7 each	\$ 8,750.00	<u>\$ 61,250.00</u>
TOTAL:				\$119,750.00

2. The Contractor shall bill the NRC \$19,500.00 each for the first three (3) classes ordered and delivered. Each subsequent class shall be billed at \$8,750.00 each.

3. The total funded ceiling for this order is: \$119,750.00.

Period of Performance:

1. The period of performance is one (1) year after the date of award.

Minimum/Maximum Ordering Quantities:

1. Minimum Ordering Amount: Three (3) each classes.
Maximum Ordering Amount: Ten (10) each classes.

The NRC is only obligated to order three (3) each classes.

2. Orders up to the maximum quantities may be placed by the NRC Project Officer during the contract performance period. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or e-mail and sent to the Contractor within two (2) calendar days after placing the call. The Project Officer for this contract is: John Harrison (301) 415-0151; JTH2@nrc.gov.

Schedule:

1. The Contractor shall provide the following classes within the specified timeframe:
 - A. One (1) Pilot LSS Executive Overview class shall be provided at an agreed upon date between the NRC Project Officer and Contractor. See attached e-mail dated 8/21/2007.
 - B. Three (3) LSS Executive Overview classes shall be provided within 45 days after award of the Purchase Order. See attached e-mail dated 8/20/2007.
 - C. The remaining seven (7) courses shall be provided on an agreed upon date between the NRC Project Officer and the Contractor.

Location:

1. The LSS Executive Overview classes shall take place at either of the following locations:

- A. NRC Headquarters
11545/11555 Rockville Pike
Rockville, MD 20852
- B. NRC Professional Development Center
7201 Wisconsin Ave
Bethesda, MD 20814

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2007
52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.219-12	SPECIAL 8(A) SUBCONTRACT CONDITIONS	FEB 1990
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.245-1	GOVERNMENT PROPERTY	JUN 2007

A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

☐ (4) Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☐ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

☒ (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

☐ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

☐ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

A.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

A.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$119,750.00;

(2) Any order for a combination of items in excess of \$119,750.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

A.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the date of award.

A.6 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$58,500.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$58,500.00 dollars.

A.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 611430 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

A.8 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]

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

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

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

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

A.9 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name:	John Harrison
Address:	11545 Rockville Pike Rockville, MD 20852
Telephone Number:	301-415-0151

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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 Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

A.10 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF JAN 1993
INTEREST

A.11 SEAT BELTS

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

A.12 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)

STATEMENT OF WORK - Rev. 1

LEAN SIX SIGMA TRAINING OVERVIEW COURSES

1 Background

In order for the NRC to fulfill its Mission efficiently and effectively, it must continuously improve its processes and, over the years, numerous business process improvements have occurred based on a variety of methodologies. Recently, it was recognized that the NRC can further enhance its business process improvement activities by adopting a more consistent approach throughout the agency. Subsequently, senior management identified Lean Six Sigma as the standard methodology by which the NRC conducts its business process improvements.

To test its validity at the NRC, the Lean Six Sigma methodology was applied to two processes: 1) the hiring process, and, 2) the placing of task orders for external technical assistance. As a result, both exercises identified significant process improvements and demonstrated an overall level of success sufficient to implement Lean Six Sigma on a larger scale.

Implementing Lean Six Sigma on a larger scale will require simultaneous Lean Six Sigma business process improvements which will require trained Managers and Key staff. This training, which will be sponsored by the Office of the Executive Director for Operations during the first year, will be tailored, to the appropriate extent, to the working environment at the NRC which is a federal, non-manufacturing regulator; and be directly applicable to the types of programs and processes by which the NRC fulfills its Mission.

The NRC is focused on making sound decisions in the regulation of the Nation's civilian use of byproduct, source, and special nuclear material to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The Agency does not measure success by the amount of money it saves, nor by the number of products it delivers. However, as a Federal Agency the NRC must remain cognizant of timeliness, resource allocation, effective and efficient processes, and being responsive to our customers (internal and external stakeholders, including the public and Congress). The Agency's next step is to contract for LSS training, tailored to the NRC.

2 Objective

The objective of this contract is to acquire LSS training that will enable the training participants to understand LSS and to use LSS terminology. More specifically, the training acquired by this contract will enable the training participants to:

1. Define the LSS business strategy and its importance to the organization.
2. Understand the relationship between the benefits of LSS and organizational success.
3. Understand the organizational structure required for success in LSS.
4. Understand the types of criteria needed for selection of a project and typical results.
5. Be aware of Lessons Learned from other Agencies.
6. Be aware of the type of data that will be needed to support LSS deployment.
7. Be familiar with the core concepts of LSS.
8. Be familiar with LSS metrics and tools.

3 Scope of Work

Within forty five days of contract award, the contractor shall conduct a minimum of three LSS training sessions each consisting of a maximum of twenty-five staff or managers.

1. All demonstrations, exercises, explanations, responses to participants questions, etc. shall, to the extent practical, use government service processes as the examples. That is, references to manufacturing processes shall not be used.
2. Instructors will teach the courses identified at the NRC's Professional Development Center (PDC) located in Bethesda, Maryland, or at NRC Headquarters in Rockville, Maryland.
3. The contractor shall develop a Participant Handbook and provide a copy to each person enrolled in the class and the Project Officer.
4. The contractor shall also develop an Instructor Guide which is a Participant Handbook annotated with cues to indicate when to hand out any additional materials, when to perform an exercise, when to show a video clip, etc. One copy of the Instructor Guide shall be provided to the Project Officer.
5. The contractor will provide each participant with an evaluation form each time the course is given. Completed forms will be processed according to section 10 of this Statement of Work (SOW), "Participant Evaluation" and be used by the contractor to make written recommendations to improve the training. The Project Officer will provide to the contractor the evaluation form to be used.

4 Course Presentation

1. The contractor's instructors shall present the training courses at the NRC's PDC or at NRC Headquarters.
2. The presenters will be professional in manor and dress, and be able to convey technical and conceptual ideas to staff of different levels of expertise.
3. The presentation shall fulfill the objectives, as stated in this SOW, and follow the Instructor Guide.

5 Course Session Administration

1. The instructors shall make their needs for audio-video equipment known to the NRC Project Officer sufficiently in advance of the training so that the equipment will be in place when the instructors arrive.
2. The instructors shall arrive in sufficient time to set up the room, lay out Participant Handbooks and ensure that any other course materials and handouts required for the training are available and ready for distribution prior to the official starting time of the training session.
3. The instructors shall introduce and describe to the class the course objectives, agenda for the training, and relate the importance of the training to NRC's mission. The NRC Project Officer will assist with the relationship of the NRC's mission and the training.
4. The training room used shall be left in a neat and clean condition upon completion of the training. The instructors shall remove all teaching materials, including all used flip chart sheets and any extra handout materials, etc., that were used in the presentation of the training.

6 Course Development

The NRC anticipates that under the contract the course will require NRC specific development to meet the stated objective, the Instruction System Design (ISD) methodology shall be used to design, develop, pilot, and revise any new materials.

7 Lean Six Sigma Training Materials

Presentation Modules should include two case studies, a small-scale practical exercise, lessons learned from NRC and other Agencies, and an NRC specific exercise that demonstrates development of selection criteria for processes and people that will enhance the success of LSS agency-wide.

8 Delivery Orders

The NRC Project Officer will place the delivery orders for the courses described above within ten days of selection. This request will be completed in accordance with the delivery order procedures outlined in the impending contract.

9 Revised Course Materials

Over the life of this contract, the NRC may require minor modifications to some of or all of the course materials that reflect course feedback. The contractor shall be responsible for ensuring that any modifications are reflected properly in the training materials. Course or training material changes may be minor or major, as described below:

*** Minor changes.** The contractor may make minor changes to this program, at no additional cost to the Government, to maintain accuracy and relevancy of the teaching materials and to reflect participant comments on the value of a topic taught, such as whether more emphasis should be placed on a particular topic or whether it has no relevancy or is redundant. Examples of minor changes are: an organizational change, a date change, and the deletion or addition of NRC-provided materials.

*** Major changes.** The contractor may be requested to make major modifications to the course. Examples of major changes are: if the course is completely revised and new material is added, the course is redesigned or restructured in a number of areas or if the course is increased from one to two days; or the addition of a new course.

10 Participant Evaluation

1. The NRC will provide the contractor with the evaluation/feedback form to be used. The contractor shall duplicate the form for any training presented and furnish to each participant in the class to complete at the end of the training.
2. The NRC may make changes to the evaluation form as necessary to meet its reporting requirements.
3. The original copy of all completed participant evaluations shall be submitted to the NRC Project Officer upon completion of each final training session. Within five (5) working days after training completion, the NRC Project Officer will provide a copy of the evaluations to the contractor. Within ten (10) working days of receiving copies of the evaluation forms, the contractor is required to analyze them and submit a written report to the NRC Project Officer. The report shall be based on the content of the evaluations along with the instructors' observations of the classroom during instruction. The report

shall address the extent that the training is useful to participants in understanding LSS, make any recommendations for changes to the lesson plan, and identify, as applicable, any topics that appear to require more emphasis. Changes approved by the NRC Project Officer will be handled according to section 9 of this SOW, "Revised Course Materials."

11 Personnel Qualifications

Qualified Instructors. The contractor shall provide qualified instructors with a track record of a minimum of two years in providing excellent training to engineers and scientists in the Federal government. Proposed key personnel shall also have the educational credentials that clearly indicate that proposed key personnel will be able to meet NRC's requirement. A listing of degrees to justify this requirement is not sufficient. Proposed **key personnel must link their experience and their educational backgrounds** to the training that NRC has listed in this SOW. It is extremely important that proposed key personnel, as a minimum, have skill, knowledge, and ability in the following areas:

- a. Knowledgeable of Lean Six Sigma (LSS Black Belt or equivalent)
- b. Knowledgeable of NRC's processes and environment or of similar Federal Government agencies such as: NASA, NIH, EPA, FAA, or DOE.
- c. Excellent oral presentation techniques
- d. Leading discussions
- e. Facilitating groups
- f. Commanding stage presence
- g. Articulate—able to express thoughts clearly and concisely
- h. Excellent teaching techniques

12 Quality Assurance

The contractor shall assure that the contractor-furnished instruction and training materials are high quality. The contractor shall, at a minimum:

1. Be responsible for reading and understanding the training materials.
2. Ensure that all course materials are printed and assembled in a quality fashion (no missing or unreadable pages), and are acceptable to the NRC Project Officer.
3. Provide fully qualified, primary instructors to conduct the training.
4. Have qualified backup instructors to conduct the training in case the primary instructors are unavailable to teach. (The contractor shall obtain the NRC Project Officer's approval before substituting a backup instructor for the primary instructor.)
5. Such instructors shall:
 - a. maintain control of the learning time so that the presentation of information and exercises remain organized and timely (training objectives are stated and met)
 - b. manage distractions tactfully and consistently control questions that are of minimal interest to the class as a whole and can be answered later or individually
 - c. provide **ten minute breaks** (generally every sixty minutes) within the overall schedule
 - d. observe the effect of the instruction on the class and attempt to clarify, provide examples or in some other way help correct problems, and improve class participants' opportunity to learn

13 Management of the Lean Six Sigma Training Program

1. Program Team. The program team shall consist of the contractor, the contractor's instructors, the NRC's Subject Matter Experts, and the NRC Project Officer who also functions as the NRC's point of contact for the contractor, the contractor's instructors, and the NRC's Subject Matter Experts. The contractor shall be responsible for:
 - a. Managing and coordinating the delivery of all services and materials described in this SOW and perform the activities described in this SOW.
 - b. Providing a contractor project manager (PM), who shall be available Monday through Friday, except holidays, during normal business hours (e.g., 8:30 a.m. to 5:00 p.m. local Eastern time), for implementing the tasks pertaining to the contract and responding to all NRC requests for training in a timely manner, answering questions about invoicing, scheduling, delivery of course materials, availability of instructors, and any other related contractual matters.
 - c. Ensuring completion and timely delivery of required contractual reports.
 - d. Ensuring that the training materials are maintained in a current state, based on requests from the NRC.
 - e. Within ten days of contract award, the contractor shall schedule a meeting with the NRC Project Officer.
 - f. Canceling any work, in writing or via e-mail, described in this SOW.
2. NRC Project Officer. The Project Officer will review and approve training materials, training material changes; review recommendations from the NRC's Subject Matter Experts and the contractor with regard to the course; and perform the NRC administrative functions necessary for a successful outcome of the project.
3. NRC's Subject Matter Experts. The NRC's Subject Matter Experts will provide input to the NRC Project Officer on the issues concerning the course.
4. Instructors and Backup Instructors. The contractor's Instructors and Backup Instructors shall provide classroom instruction in accordance with the training materials and this SOW.

14 Tasks and Methods (Services to be Performed)

Instructors or contractor, as applicable, shall:

1. Study the training materials, including the Participant Handbook, Instructor Guide, and reference materials, and be able to conduct the training according to the design outlined in the Instructor Guide.
2. Discuss the training materials with the NRC's Project Officer to verify and assure that participants taking the training will be able to obtain a clear understanding of LSS and its implementation in the NRC.
3. Review the training materials to ensure currency and familiarity of the subject matter.
4. Review participant evaluations and provide recommendations to the NRC Project Officer as described by this SOW.

15 Training Presentation Locations, Cancellations, Length, and Time

1. Training Presentation Location. Courses shall be offered in the NRC's PDC or at NRC's Headquarters.
 - a. The NRC will endeavor to cancel any scheduled training whenever there is insufficient enrollment not later than five workdays prior to the beginning of the scheduled training date.

- b. The NRC may reschedule the session for a mutually agreeable date without additional cost to the NRC. For any reason beyond the control of NRC, or the NRC fails to give either a written (including e-mail) or oral notice to the contractor within the five-day period, the NRC shall not be charged a cancellation fee.
 - c. Should the NRC have to close down due to an emergency situation, and it is not within the five-day workday limit, the contractor shall reschedule the course on a mutually agreeable date without additional cost to the NRC.
- 2. Course Length and Starting and Ending Times. Four hour course sessions shall begin at 8:00 a.m. and end at 12:00 p.m. Full day courses shall begin at 8:00 a.m. and end at 4:30 p.m. (with an hour for lunch) unless otherwise stated at the time of scheduling. There shall be a 10-minute break every 60 minutes for all courses taught.

16 Travel

- 1. Travel costs to NRC facilities, either to the PDC or Headquarters, such as mileage and parking or metro fares within the local contractor's area will not be allowed nor will parking privileges be provided to contractor personnel.
- 2. Upon completion of the original SOW, training may be required at NRC's regional offices. Each region will have varying rates, depending on the distance from the Washington Metropolitan area, the number of travel days, price of airline tickets, and the allowed per diem for each area. For authorized travel, the prevailing Government rates shall apply. The traveler shall present documentation for lodging and transportation costs as part of the invoice.
- 3. If an instructor is away from his/her place of residence and requests flight arrangements be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

17 Contractor Deliverables and Delivery Locations

- 1. Reports. The following reports shall be provided as noted below:
 - a. Within 30 days of contract award, the contractor shall submit a report to the NRC Project Officer that includes, at a minimum, the draft Participant Handbook, Instructor Guide, Presentation Materials, Potential Training Dates, and anticipated AV requirements.
 - b. Final report upon completion of the contract. The contractor shall comment on the value to NRC and to the participants of the training, as reflected in participants' overall evaluation comments of each training course attended, as well as from the perspective of the instructor.
- 2. Instruction and materials for each participant enrolled in a scheduled class. The contractor shall provide instruction through experienced, highly credentialed and qualified instructors, as indicated in this SOW and also sufficient participant materials for each NRC employee confirmed to attend a class session.
- 3. Performance Indicators/Deductions
 - a. If the contractor fails to provide the reports described above on the due date, a deduction of 1 percent of the price of the specific deliverable will be assessed.
 - b. If the contractor fails to redesign or develop and design the Participant Handbook or Instructor Guide for the course described in Section C, a deduction of 1 percent of the price of the specific course will be assessed.
 - c. If the contractor fails to teach a course when scheduled, a deduction of 1 percent of the price of that specific course will be assessed.

4. Training Materials Delivery. The contractor shall deliver to the following address, all training materials for scheduled classes, a minimum of seven workdays prior to the scheduled date of the first session of the training:

U.S. Nuclear Regulatory Commission
Office of Human Resources
Washington, DC 20555

Attn: Donna L. Lam, Professional Development Knowledge Management Team

18 Period of Performance

The period of performance shall be 90 days
from the date of contract award with a one-year option for same or similar performance.

19 Government-furnished Facilities, Supplies, and Equipment

The Government will provide:

1. Training facilities for conducting the training
2. Easels and flip charts
3. Name tent cards
4. VCR and Overhead projector
5. Writing pens, highlighters, and paper tablets
6. Dry erase white board markers
7. Pins and masking tape for attaching paper work sheets to classroom walls
8. Microphone for classroom
9. Sample evaluation for contractor duplication
10. Guidance for developing the Instructor Guide and Participant Handbook

CONFLICT OF INTEREST

DOE recognizes that Section 170A of the Atomic Energy Act of 1954, as amended, requires that NRC be provided with disclosures on potential conflicts when NRC obtains technical, consulting, research and other support services. DOE further recognizes that the assignment of NRC work to DOE laboratories must satisfy NRC's conflicts standards. Accordingly, when NRC enters into an agreement with a DOE laboratory to perform work for NRC, and during the life of the agreement, the laboratory shall review and promptly disclose its current work, planned work and where appropriate, past work for DOE and others (meaning, organizations, in the same/similar technical area as the NRC project scope of work), e.g. (included but not limited to), NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities) for work in the same or similar technical area as the proposed NRC project. Disclosures for current or planned work for DOE or others in the same or similar technical area as the proposed work, are to include (1) the name of organization; (2) dollar value; (3) period of performance of the work identified; and (4) statements of work for the projects. NRC shall then determine whether a conflict would result and, if one does, determine, after consultation with the laboratory and DOE, the appropriate action NRC or DOE should take to avoid the conflict, or when appropriate under the NRC procedures, waive the conflict. If the laboratory determines there is no applicable work in the same or similar technical area, it should be stated in its proposal.

APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/OR IT SERVICES / ACCESS (APRIL 2003)

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 statement of work or subsequently as identified in the project. 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 NRC 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 NRC 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 NRC furnished IT equipment and/or IT services, and/or IT access are not being used for personal use, misused or abused. The NRC 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 the project arising from violation of this provision.

PRIVACY ACT NOTIFICATION

(As prescribed in 24.104, insert the following clause in solicitation and agreements, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:)

Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(As prescribed in 24-104, insert the following clause in solicitations and agreements, when the design, development, operation of a system of records on individuals is required to accomplish an agency function:)

Privacy Act (Apr 1984)

(a) The Agency agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement/contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the Agency is to perform;

(2) Include the Privacy Act notification contained in this agreement/contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this agreement/contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of record on individual to accomplish an agency function. For purposes of the Act, when the agreement/contract is for the operation of a system of records on individuals to accomplish an agency function, the Agency is considered to be an employee of the Agency.

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voice print or a photograph.

(3) "System of records on individual," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

NEW STANDARDS FOR PREPARING NUREG SERIES DOCUMENTS

The U.S. Nuclear Regulatory Commission (NRC) began to capture most of its official records electronically on January 1, 2000. The NRC will capture each final NUREG-series publication in its native application. Therefore, the final manuscript that has been approved by the NRC Project Manager should be submitted in both electronic and camera-ready copy. All format guidance, as specified in NUREG-650, Revision 2, will remain the same with one exception. The NUREG-series designator on the bottom of each page of the manuscript is no longer required. The NRC will assign this designator when the camera-ready copy is sent to the printer by NRC, and will place the designator on the cover, title page and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Published Services Branch will inform the NRC Project Manager for the publication of the assigned designator when the final manuscript is sent to the printer. The electronic manuscript shall be prepared in the text in the NRC standard software for correspondence. Any of the following file types for charts, spreadsheets etc.

File Type	File Extension
WordPerfect	.wpd
Microsoft PowerPoint	.ppt
Corel QuattroPro	.wb3
Corel Presentations	.shw
Lotus 1-2-3	.wk4
Portable Document format	.pdf

This list is subject to change if new software packages come into common use at NRC or by its licensees or other stakeholders that participate in the electronic submission process. If a portion of the manuscript is from another source and an acceptable electronic file type for this portion (e.g., an appendix from an old publication) cannot be obtained, the NRC can, if necessary, create a tagged image file format (file extension, .tif) for that portion of the report. Original photographs should be submitted to be scanned, since digitized photographs do not print well.

If a compact disk (CD) of the publication is used, the CD copies of the manuscript should include both (1) a portable document format (PDF); (2) a WordPerfect 8/9 format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.