

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1 REQUISITION NO NSR-12-119 6/26/12		PAGE 1 OF	
2 CONTRACT NO NRC-07-09-531		3 AWARD/EFFECTIVE DATE <b>9/21/12</b>		4 ORDER NO NRC TASK ORDER 003		5 SOLICITATION NUMBER	
7 FOR SOLICITATION INFORMATION CALL:		a NAME Wanda M Brown		b TELEPHONE NO (No Collect Calls) 301-492-3634		8 OFFER DUE DATE/LOCAL TIME	
9 ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda M Brown Mail Stop TWB-01-10M Washington, DC 20555		CODE 3100		10 THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> NAICS 541519 SIZE STANDARD \$25 Million			
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS Net 30		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b RATING N/A	
15 DELIVER TO U.S. Nuclear Regulatory Commission Attn: Nick Ballam Mail Stop: T4-A45 11545 Rockville Pike Rockville MD 20852		CODE		16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	
17a CONTRACTOR/OFFEROR KMC, INC 9538 LAGERSFIELD CIR VIENNA VA 221816174 TELEPHONE NO		CODE 103462490 FACILITY CODE		18a PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE FAX		CODE 3100	
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	NSIR-General IT Support TASK ORDER 003 shall be performed in accordance with the enclosed Statement of Work (SOW) and Schedule B Price/Cost Schedule. This task order further definitizes the SOW of Contract No. NRC-07-09-531. CONTRACTOR DUNS #: 103462490						
	Contractor Contact: Jason Cai 703-938-0594 cai@kmc.com Period of performance: Base Period: 9/21/12-12/20/12 (3 months)						
0001	Senior IT Engineer (Est. Hours 37.50)				Hour		
0002	Mid Level IT Engineer (Est. Hours 37.50)				Hour		
1002	Option Period 1: 12/21/12-9/30/13 (9 months) Senior IT Engineer (Est. Hours 112.50)				Hour		
2002	Mid Level IT Engineer (Est. Hours 112.50)				Hour		
	Contract ceiling inclusive of option period is \$35,152.50 Base year \$8,788.13, at this time \$10,000.00 is obligated. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25 ACCOUNTING AND APPROPRIATION DATA 2012-11-41-I-112 I1124 252M 31x0200.211 FPS# 122775 Obligate \$10,000.00 NAICS 541519				26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$10,000.00			
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
X 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29 AWARD OF CONTRACT REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS			
30a SIGNATURE OF OFFEROR/CONTRACTOR <i>Jason Cai</i>				31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Wanda M Brown</i>			
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jason Cai, President				31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Wanda M Brown Contracting Officer			
30c DATE SIGNED 8/3/2012				31c DATE SIGNED 8/5/12			
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212			

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 09 2012

ADM002

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**STATEMENT OF WORK  
General IT Support--Task Order 003  
Version 1.1**

**U.S. NUCLEAR REGULATORY COMMISSION (NRC)  
OFFICE OF NUCLEAR SECURITY AND INCIDENT RESPONSE (NSIR)**

**BACKGROUND**

NSIR management and staff have the need to share information on a number of security and incident response topics. The current NSIR Intranet is populated with applications, general office information, incident response databases, and active pages for posting security reports and tracking action items for exercises that are accessed by NRC staff at Headquarters and the Regions. The fundamental design concept of the system is to provide a reliable means of communication and to facilitate ease of use for NRC staff in accessing electronic data for daily business operations and maintain active content. The system is a Microsoft.NET solution with a SQL data base server. The maintenance and operations support of this system has recently been transitioned to the Office of Information Services (OIS). The purpose of this task order is to provide support to OIS resources on an as-needed basis throughout this transition period. As the designer of the current NSIR Intranet, KMC, Inc. possesses the technical skills and expertise to enable NSIR and OIS to achieve a successful transition.

**OBJECTIVES**

The following objectives have been identified for the project:

- To aid OIS employees in troubleshooting hardware / software problems that may occur in the everyday maintenance and operation of the NSIR Intranet.
- To provide technical support and training to OIS employees in maintaining the NSIR Intranet.
- To provide technical support to the NSIC COR and OIS employees in maintaining a secure IT solution that is easily accessible, highly reliable, always up-to-date, and simple to use and administer.

**SCOPE OF WORK**

Below is a summary of the primary tasks to be completed:

- The contractor shall provide technical support on an as-needed basis to aid OIS employees and contractors

in maintaining, modifying, and updating NSIR intranet applications and content.

- The contractor shall provide user manuals, site documentation, and training to OIS employees and contractors to aid in the transition of the maintenance and support of the NSIR Intranet to OIS.
- The contractor shall be prepared to troubleshoot and provide technical support in support of all NSIR Intranet applications.
- The contractor shall aid OIS in developing prototype pages, as required, to allow staff to visualize layout, content and site information flow.
- The contractor shall test new software, and content changes and gain acceptance from the NRC Contracting Officer Representative (COR) before moving anything into the production environment.
- The contractor shall attend status meetings throughout the task order period as requested by NRC COR.
- The contractor shall deliver monthly progress reports to the NRC COR.
- The contractor shall conduct meetings and provide presentations as needed.

## **TASKS**

The tasks described below are required to complete all work on this Task Order.

### **OPERATIONS AND MAINTENANCE**

#### **1. TRANSITION ACTIVITIES**

The contractor shall provide technical expertise on an as-needed basis to aid OIS employees and contractors in maintaining, modifying, and updating NSIR Intranet applications and content. The contractor shall aid OIS employees and contractors with any transition activities that are required to successfully transfer the support of the NSIR Intranet to OIS.

The contractor shall provide user manuals, site documentation, and training to OIS employees and contractors to aid in the transition of the maintenance and support of the NSIR Intranet to OIS.

The contractor shall be prepared to troubleshoot and aid in the maintenance of all NSIR Intranet applications. When required the contractor shall attend meetings or training sessions at NRC headquarters.

Deliverables: User Manuals, Site Documentation, Training Materials as applicable.

Acceptance Criteria: The user manuals, site documentation, and training materials shall be provided to NRC COR within three weeks of contract award date. Documentation shall be complete and sufficient enough to aid OIS employees and contractors in successfully transitioning support of NSIR Intranet.

#### **2. SUPPORT MAINTENANCE AND OPERATIONS OF INTRANET CONTENT**

The contractor shall support the maintenance and operations of NSIR Intranet content as requested by NRC COR. The contractor will work with OIS and NSIR staff to identify electronic sources and provide links and or procedures to post information in portable document format (PDF).

There are currently several SQL applications and a few other databases currently on the NSIR Intranet. The contractor will provide technical support to aid OIS in the maintenance of these applications and modify the content/functionality as requested.

Upon review acceptance by the COR, the contractor shall deploy any new/updated NSIR Intranet content to the production area. Immediately after the system/release is installed into production, the contractor shall run a minimum set of regression tests to ensure that the installation is complete and that no other functionality or data has been compromised.

Deliverable: Test Plan, Test Evaluation Summary, and Change Control Request (CCR)  
(CCR and Test Plan must be submitted for review and acceptance prior to deployment and the Test Evaluation Summary must be complete within 5 days of deployment)

Acceptance Criteria: The new or updated content shall be accurate and meet all agreed upon requirements. There shall be no major defects. System tests shall be completed, and necessary repairs made, resulting in no major problems. The deliverables are received on time as defined in the project schedule and accepted by the COR.

## **APPLICATIONS**

### **1. SUPPORT WEBSITE DESIGN AND PROTOTYPING**

The contractor shall provide technical support to OIS in the development of web design (including screen shots, layout, links and navigation) and prototype key pages to assist the staff in visualizing the content for, site navigation, and update procedures for maintaining the content. This shall be done both for each new application development and any other design changes to the NSIR Intranet. The organization of information and layout will be described as part of the website design.

Deliverables: Web Design and Prototypes of key pages and other design changes to the NSIR Intranet  
(Due within 6 weeks after initiation of new application)

Acceptance Criteria: The Web Design Compositions should represent screen shots, links and flows of realistic content. Prototypes should demonstrate key pages with realistic content, site organization and navigation. The deliverables are received on time as defined in the project schedule and accepted by the COR.

### **2. DEVELOP PRODUCTION APPLICATIONS**

Once NSIR requirements are collected, the contractor shall provide technical support to OIS in the evaluation of software solutions that best meet the NSIR staff needs and content requirements. This shall be done for each new application development. The contractor shall aid in the development the software applications on an as-needed basis, based on the requirements and the prototype design. Should the requirements indicate that new software is necessary, the contractor shall be prepared to provide technical expertise to aid OIS in selecting appropriate software.

Any NSIR Intranet or application development will follow the NRC Project Management Methodology and meet FISMA requirements.

Deliverable: Software Demonstrations, Production applications, PMM documentation.  
(Due within 12 weeks after initiation of new application)

Acceptance Criteria: Demonstrations are provided to the COR and selected NSIR staff. Production applications meet user requirements and are received on time. The deliverables are subject to review and acceptance by the COR.

## **DELINEATION OF TASKS**

The tasks described below are required to complete all work on this Task Order.

### **A. INITIATION MEETING**

The contractor shall attend a task initiation meeting that will be conducted at NRC within fifteen days following the date of task award to introduce staff and to conduct a detailed project review. The NRC will provide a detailed overview about the statement of work and their operational expectations and the contractor will present their approach for completing the work.

Deliverables: Kickoff Meeting (shall be delivered within fifteen days of award)

Acceptance Criteria: Attendance by COR and key staff.

### **B. KEY PERSONNEL AVAILABILITY**

The contractor shall maintain continuous availability of all key personnel who are required to successfully perform the work required under this task order.

### **C. STATUS MEETINGS**

The contractor shall arrange status review meetings throughout the life of the task order as requested by NRC COR to discuss project schedule, budget, resources, equipment, goals, milestones, issues and recommendations to resolve issues, or anything else that may need attention by the NRC COR or contractor.

Deliverables: Status Meetings

Acceptance Criteria: Attendance by contractor, COR, and key staff.

### **D. MONTHLY PROGRESS REPORTS**

The contractor shall provide monthly technical progress reports to the NRC COR throughout the life of the task order to describe in detail the project's prior, current, and future activities. The report will also provide details about both the project's technical and budgetary performance during the performance period in addition to project schedule updates. The frequency of these progress reports may be changed and will be at the discretion of the NRC COR during the task.

Deliverables: Technical and Financial Progress Reports (by the 10<sup>th</sup> of the month)

Acceptance Criteria: The deliverables are received on time and in accordance with the standards described above. The deliverables are subject to review and acceptance by the COR.

### **E. STATUS REPORTS / PROJECT PRESENTATIONS**

The contractor shall provide status reports and/or presentations to NRC as requested by the COR.

Deliverables: Status Reports (as requested) and Project Presentations (as requested)

Acceptance Criteria: The deliverables are received on time and are relevant to the subject matter and audience. The deliverables are subject to review and acceptance by the COR.

## **F. MEETINGS**

The contractor shall meet and coordinate with the NRC staff, internal contractors, external vendors, private organizations and other external agencies or government officials as requested by the NRC COR to perform the tasks described in this statement.

Deliverables: Meetings arranged and Minutes (as needed)

Acceptance Criteria: Attendance by COR and key staff for the meeting.

## **TRAINING**

The contractor shall provide training and support to OIS employees and contractor resources on as as-needed basis. The contractor shall provide user manuals and other technical documentation to OIS resources to aid in the transition of NSIR Intranet support.

## **SECTION 508 COMPLIANCE**

In 1998, Section 508 (Sec. 508) of the Rehabilitation Act of 1973 was amended, requiring Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities—to provide “comparable access” to data and information for people with disabilities to those without disabilities. See [www.section508.gov](http://www.section508.gov) for more information.

The following Section 508 standards apply to this acquisition:

- 1194.31 Functional performance criteria.
- 1194.41 Information, documentation, and support.

## **PLACE OF PERFORMANCE**

System development and the preparation of deliverables may be performed offsite, at an NRC approved facility. Acceptance testing and deployment must occur at the NRC Headquarters for access on the NRC network by Headquarters, Regions, and the Technical Training Center.

## **MEETINGS AND TRAVEL**

A Kick-Off meeting will occur within the first fifteen days following task award to introduce staff and to conduct a detailed project review. Status meetings will be held as requested during the task period.

## **ROLE OF THE NRC**

The NRC COR will provide overall program direction, review and approve all plans and deliverables.

### **NRC COR**

Name: Nick Ballam

Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike  
Rockville, MD 20852  
Mail-stop: T-4A45  
Telephone: (301) 415-3050; FAX: (301) 415-7714  
E-mail address: [nick.ballam@nrc.gov](mailto:nick.ballam@nrc.gov)

#### **ALTERNATE NRC COR**

Name: Paula Garrity  
Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike  
Rockville, MD 20852  
Mail-stop: T-2F43  
Telephone: (301) 415-5960  
E-mail address: [paula.garrity@nrc.gov](mailto:paula.garrity@nrc.gov)

### **PERSONNEL AND MANAGEMENT REQUIREMENTS**

The contractor shall provide the correct number of qualified, competent, and fully trained personnel to perform the activities delineated under this task order. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The contractor will be required to perform system development and deployment under the direction of a program manager. The contractor's program manager shall be responsible for the overall execution of the provisions of the task including the provision of all required technical and financial reports. The contractor's program manager shall ensure compliance with the requirements for system development, quality assurance and system security measures in accordance with current FISMA and NRC guidelines, policies, and directives.

The contractor shall provide a resume for each individual proposed to work on this task.

### **DELIVERY SCHEDULE**

The delivery schedule shall be the contractor's responsibility and followed accordingly. As part of initial project planning, the contractor will assess the recommended deliverables and submit any changes for approval to the NRC COR.

Each deliverable shall first be delivered in draft to the NRC COR. The NRC COR shall have five working days to review each draft deliverable and respond with comments for approval. The contractor will revise and resubmit. Upon approval by the NRC COR of the original draft or the corrected draft, the deliverable shall be delivered in final form to the NRC COR and the Contracting Officer. For each deliverable (draft or final) the contractor shall provide one (1) hard copy and one (1) electronic copy, unless otherwise indicated. All written deliverables shall be formatted and prepared using Microsoft Word for the documentation and reports, Microsoft PowerPoint for briefings, and Microsoft Project for schedules.

Deliverables and due dates are summarized on the following page. Deliverable due dates are based upon calendar days or weeks starting from the award of this contract.



General Deliverables:

Deliverable	Estimated Delivery Schedule
Kick-off meeting	Within 15 days after task award
Status Meetings	As requested by NRC COR
Project Progress Reports	Monthly, by the 10 <sup>th</sup> of each month
Project, Management, and Review Meetings	As Needed

Deliverables:

Deliverable	Estimated Delivery Schedule
<b>Project Management Plan</b>	To be included with contractor's bid. Updated monthly.
<b>Operations and Maintenance</b>	
Develop and Update Content	As requested. Change Control Request and Test Plan must be submitted for review and acceptance prior to deployment and the Test Evaluation Summary must be complete within 5 days of deployment
<b>Application Development</b>	
Analyze User Requirements	Within 3 weeks after initiation of new application
Website Design and Prototyping	Due within 6 weeks after initiation of new application
Develop Production Applications	Due within 12 weeks after initiation of new application
User/Administrative Guides	Due at time of delivery of application.
NRC Acceptance	Within 1 week after delivery

## ATTACHMENT 1: SYSTEM ARCHITECTURE

The following diagram depicts the overall NSIR Intranet Interactive Web Applications system architecture:

## NSIR Web/Database Servers



NSIR Intranet Microsoft IIS Web Server

1. Microsoft Internet Information Server 6.0
2. Microsoft .NET Framework 2.0
3. Microsoft ASP.NET 2.0
4. Microsoft .NET Enterprise Library for .NET 2.0
5. NSIR Intranet Web Applications



NSIR Intranet Microsoft SQL Server

1. Microsoft SQL Server 2008 Enterprise Edition
2. NSIR Intranet Applications Database

NSIR Intranet Web Server is configured with Microsoft Internet Information Server, Microsoft .NET Framework 2.0, Microsoft ASP.NET 2.0, and Microsoft .NET Enterprise Library for .NET 2.0. NSIR Intranet Interactive web applications, including Staffing Plan application, are installed on this server.

NSIR Intranet Database server is configured with Microsoft SQL Server 2008 Enterprise Edition and NSIR database.

Currently NSIR Web and Database servers are installed on separate virtual machines in the NRC Headquarters Data Center. Server maintenance and patching is being provided by OIS contractors.

## Price/Cost Schedule

**BASE YEAR: 9/21/12-12/20/12 (3 Months)**

CLIN	DESCRIPTION	Estimated Hours	Months	Labor Rate	Estimated Total Cost
0001	Senior IT Engineer Contractor Site	37.5	3	\$126.62	\$4,748.25
0002	Mid Level IT Engineer Contractor Site	37.5	3	\$107.73	\$4,039.88
<b>TOTAL BASE PERIOD</b>					<b>\$8,788.13</b>

**OPTION PERIOD: 12/21/12-9/20/13 (9 Months)**

CLIN	DESCRIPTION	Estimated Hours	Months	Labor Rate	Estimated Total Cost
2001	Senior IT Engineer Contractor Site	112.5	9	\$126.62	\$14,244.75
2002	Mid Level IT Engineer Contractor Site	112.5	9	\$107.73	\$12,119.63
<b>TOTAL OPTION PERIOD</b>					<b>\$26,364.37</b>

**Total Estimated Amount for Base and Option Period is \$35,152.50 for General IT Services Task Order 3**

## **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:

Jason Cai  
Judy Yu

Senior Consultant  
Senior IT Engineer

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.3 PACKAGING AND MARKING (AUG 2011)**

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

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

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

#### **A.4    BRANDING (AUG 2011)**

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

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

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

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

#### **A.5    TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This order shall commence on 09-21-2012 and will expire on 12-20-2012.

#### **A.6    ELECTRONIC PAYMENT (AUG 2011)**

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

#### **A.7    COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

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



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

## **A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

### **Review and Approval of Reports**

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

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

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

#### **A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

#### **A.10 GREEN PURCHASING (JUN 2011)**

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

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

#### **A.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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

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**1. Official Agency Billing Office**

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

**2. Invoice/Voucher Information**

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



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

