

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 16 PAGES

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

BPA NO.

1. DATE OF ORDER JUL 31 2007		2. CONTRACT NO. (If any) GS23F0160K		6. SHIP TO:	
3. ORDER NO. DR-09-07-652		4. REQUISITION/REFERENCE NO. CFO-07-652 FFS #: CFO07326		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Nicole A. Pratt 301-415-0236 Mail Stop T-7-1-2 Washington, DC 20555				b. STREET ADDRESS Office of Nuclear Regulatory Research Attn: Richard Rough, Mail Stop T9-F4	
7. TO:				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
a. NAME OF CONTRACTOR GRAFIK INDUSTRIES, LTD GRAPHIC VISIONS				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 640 E DIAMOND AVE STE F				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY GAITHERSBURG		e. STATE MD	f. ZIP CODE 208775331	REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 77N-15-5H1358 M7071 252A X0200 Duns: 148064384 OBLIGATE: \$65,668.00				10. REQUISITIONING OFFICE CFO	

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

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)
	The Contractor shall provide the U.S. Nuclear Regulatory Commission with services titled, "Design of NRC's Performance and Accountability Report, Information Digest and Strategic Plan," in accordance with the attached statement of work and the terms and conditions of GSA Contract No. GS-23F-0160K, at the prices stated in the attached schedule. <u>PERIOD OF PERFORMANCE:</u> Date of Acceptance (Pg 2) through one (1) year with four (4) one (1) year options. **SEE PAGE 2 FOR COMPLETE SCHEDULE OF SUPPLIES/SERVICES**					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$65,668.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4							
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-09-07-652							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				\$65,668.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 23. NAME (Typed) _____

TITLE: CONTRACTING/ORDERING OFFICER

Please indicate your acceptance of this contract by having an official who is authorized to bind your organization execute three copies of this document in the spaces provided below and return two copies to the Contract Officer. You should retain the third copy for your records.

ACCEPTED:

Victoria Freeze

Name

OFFICE MANAGER/CFD

Title

8/2/07

Date

Price Schedule

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Fixed Rate/Hr.</u>	<u>Price</u>
Prog Mgmt	[REDACTED]	[REDACTED]	\$10,536.00
Editing/Proofreading	[REDACTED]	[REDACTED]	\$16,758.00
Graphic Design	[REDACTED]	[REDACTED]	\$20,194.00
Layout	[REDACTED]	[REDACTED]	\$17,280.00
Materials & Supplies	[REDACTED]	[REDACTED]	<u>\$900.00</u>
TOTAL BASE YR	[REDACTED]	[REDACTED]	\$65,668.00
Prog Mgmt	[REDACTED]	[REDACTED]	\$7,967.85
Editing/Proofreading	[REDACTED]	[REDACTED]	\$12,673.24
Graphic Design	[REDACTED]	[REDACTED]	\$15,271.71
Layout	[REDACTED]	[REDACTED]	\$13,068.00
Materials & Supplies	[REDACTED]	[REDACTED]	<u>\$900.00</u>
TOTAL OPTION YR1	[REDACTED]	[REDACTED]	\$49,880.80
Prog Mgmt	[REDACTED]	[REDACTED]	\$7,967.85
Editing/Proofreading	[REDACTED]	[REDACTED]	\$12,673.24
Graphic Design	[REDACTED]	[REDACTED]	\$15,271.71
Layout	[REDACTED]	[REDACTED]	\$13,068.00
Materials & Supplies	[REDACTED]	[REDACTED]	<u>\$900.00</u>
TOTAL OPTION YR2	[REDACTED]	[REDACTED]	\$49,880.80
Prog Mgmt	[REDACTED]	[REDACTED]	\$10,206.75
Editing/Proofreading	[REDACTED]	[REDACTED]	\$16,234.31
Graphic Design	[REDACTED]	[REDACTED]	\$19,562.94
Layout	[REDACTED]	[REDACTED]	\$16,740.00
Materials & Supplies	[REDACTED]	[REDACTED]	<u>\$900.00</u>
TOTAL OPTION YR3	[REDACTED]	[REDACTED]	\$63,644.00
Prog Mgmt	[REDACTED]	[REDACTED]	\$7,967.85
Editing/Proofreading	[REDACTED]	[REDACTED]	\$12,673.24
Graphic Design	[REDACTED]	[REDACTED]	\$15,271.71
Layout	[REDACTED]	[REDACTED]	\$13,068.00
Materials & Supplies	[REDACTED]	[REDACTED]	<u>\$900.00</u>
TOTAL OPTION YR4	[REDACTED]	[REDACTED]	\$49,880.80
TOTAL BASE & ALL OPTIONS			\$278,954.40

Title: "Production of NRC Performance and Accountability Report, Information Digest, and Strategic Plan"

1.0 Task Summary

The NRC's Office of the Chief Financial Officer (OCFO) produces three key documents to disseminate mission, performance, and strategic goals information to Congress, other Federal agencies, and agency stakeholders.

The OCFO is seeking contractor assistance with the design, layout, and editing of these three documents, plus the associated "Highlights" brochures for the PAR and the SP.

Specifically, the Contractor will provide support to the Nuclear Regulatory Commission (NRC) for its production of the Fiscal Year (FY) 2007:

- Performance and Accountability Report (PAR)
- PAR Highlights Brochure
- Information Digest (ID)
- Strategic Plan (SP), and
- SP Highlights Brochure.

The Contractor's efforts will focus on the graphical design, layout, and editing of each document and deliver camera-ready files and Web-based (HTML) media to the NRC for final production.

2.0 Objective

The contractor shall provide the necessary personnel, equipment, and management expertise to meet the requirements of this statement of work.

3.0 Scope of Work

For each document, the contractor shall: develop the design and layout for the documents within established due dates; work with NRC staff to refine the chosen design and get it approved by senior management; develop a document template from the design; take NRC-provided text and place it into the design; refine and edit the documents; and provide NRC with print-ready electronic files of the final product, so that NRC staff can oversee production and submit the final documents to Congress and other stakeholders timely.

The three documents vary with regard to size, number of pages, and production schedule; however, the design, layout, and editing tasks are similar. Links are provided below to the current version of each document.

4.0 Specific Tasks

4.1 Task 1- Project Planning

4.1.1 -Requirement:

The Contractor shall discuss project planning with NRC at an initial meeting, with agreement to be reached on major milestones and estimated due dates.

4.1.2 -Standard:

The initial project planning meeting shall be scheduled within two weeks after contract award.

4.1.3 -Deliverable:

A project plan that includes the agreed upon milestones and schedules for the production of the three documents during the base period. If option periods are exercised by NRC, these schedules would be modified at the beginning of each option period to reflect document development for subsequent years.

4.1.4 -Acceptance Criteria:

The NRC project manager shall document the agreed upon milestones and due dates and provide the document to the Contractor.

4.1.5 -Meetings and Travel:

An initial project planning meeting shall be held within two weeks after contract award at the NRC headquarters building, Rockville, Maryland, to discuss milestones and due dates.

4.1.6 -NRC Furnished Material and Equipment:

N/A

4.1.7 -Additional Guidance and/or References:

N/A

4.2 Task 2 - Performance and Accountability Report (Annual Publication)**4.2.1 -Requirement:**

The Contractor shall develop six designs for the PAR, and then present them in a meeting to the NRC Project Manager and NRC representatives. NRC shall select 3 designs for the Contractor to refine and present to management; this may involve developing new designs should the initial six designs not allow for selection of 3 for refinement. Once NRC management selects one final PAR design, the Contractor shall create a template for the PAR and populate it with NRC-provided text, including inserting data into tables/graphs.

The Contractor will also develop a Highlights Brochure for the PAR using the chosen PAR design. The Contractor shall develop 3 rounds of page proofs, if necessary, for NRC review prior to final acceptance.

The Contractor shall provide editorial services as needed including copy editing and proofreading of the text at all stages of document development for spelling, grammar, punctuation, and conformity to NRC and Government Printing Office editorial style guidelines. The Contractor is expected to provide photo captions.

4.2.2 -Standard:

The Contractor shall work with NRC standard graphics software, currently InDesign Creative Suite 2 to the specifications listed in Section 10.2 below. The initial/refined designs shall contain, at a minimum, draft front/rear cover pages, 2 sample section divider pages, and a sample text page with graphs/tables to match the overall design. These initial designs should be printed in full color and suitable for presentation at NRC meetings. The final template shall contain the full PAR document, including the front/rear cover, section divider pages, text pages (with tables/graphs) for each section, and appendices, fully populated with NRC provided data. The milestone schedule shall provide for editing and proofreading by NRC staff of the content.

Once the PAR design is finalized, the Contractor shall create a Highlights Brochure template. The Highlights brochure is an excerpt (approximately 40 pages) of the full PAR, done in a smaller size, but with the same look and feel as the larger document. The brochure may include text, an organization chart, approximately 10 to 12 charts or tables, 3 financial spreadsheets, and 20 to 25 graphic images or photos with captions.

4.2.3 -Deliverable:

The final deliverable is a print-ready file of the full PAR which shall be provided to NRC based on the previously established milestone schedule, but no later than November 14 of each year (the PAR is due to Congress on November 15 of each year). The Contractor should anticipate receiving text in portions, as available from NRC offices, and shall be prepared for tight turnaround times and intensive work demands during late October through November 15.

An additional deliverable is the PAR Highlights Brochure, which is to be produced no later than January 15 each year. NRC anticipates setting a mid-December deadline for the Contractor to deliver the print-ready Highlights Brochure, to allow for printing prior to January 15.

4.2.4 -Acceptance Criteria:

The Contractor shall produce the initial and final PAR and Highlights files in InDesign (or subsequent software) for NRC's production and provided to NRC staff timely (e.g. by the due dates in the milestone schedule for initial designs and Highlights Brochure; no later than November 14 for the final PAR). The Contractor shall also provide Section 508 compliant HTML files for posting on the NRC website.

4.2.5 -Meetings and Travel:

Contractor staff shall be prepared to meet with NRC staff at the Rockville, Maryland, Headquarters site for an initial planning meeting; design presentation meetings (more than one may be needed); and for meetings to discuss PAR content during production of the final PAR, or Highlights Brochure content during production of the Brochure. NRC estimates approximately 10 on-site meetings during the course of PAR production and an additional 4 meetings on the Highlights Brochure.

4.2.6 -NRC Furnished Material and Equipment: _ See Section 10.0 below.

4.2.7 -Additional Guidance and/or References:

The current Performance and Accountability Report (204 pages, plus cover) can be accessed at: <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1542/>. The PAR Highlights brochure can be accessed at <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1542/v12/suppl-1/index.html>.

4.3 Task 3 – Information Digest (Annual Publication)

NOTE: Due to possible funding constraints, this task may be eliminated. This decision will be made at the discretion of the NRC project manager.

4.3.1 -Requirement:

The Contractor shall develop three (3) draft designs for the ID, and then present them in a meeting with the NRC Project Manager and NRC representatives. NRC staff shall suggest refinements/revisions and the 3 designs shall be presented to management; this may involve developing new designs, should any of the three initial designs be rejected by NRC staff. Once

NRC management selects one final ID design, the Contractor shall create a template for the ID and populate it with NRC-provided text, including inserting data into tables/graphs.

4.3.2 -Standard:

The Contractor shall work with NRC standard graphics software, currently InDesign Creative Suite 2 to the specifications listed in Section 10.2 below. The initial/refined designs shall contain, at a minimum, draft front/rear cover pages, 2 sample section divider pages, and a sample text page with graphs/tables to match the overall design. These initial designs should be printed in full color and suitable for presentation at NRC meetings. The final template shall contain the full ID document, including the front/rear cover, section divider pages, text pages (with tables/graphs) for each section, and appendices, fully populated with NRC provided data. The milestone schedule shall provide for editing and proofreading by NRC staff of the content.

4.3.3 -Deliverable:

The final deliverable is a print-ready file of the full ID which shall be provided to NRC in midsummer of each year (the exact due date shall be determined in the milestones schedule discussion from Task 4.1.2 above). The Contractor should anticipate receiving text in portions, as available from NRC offices, and shall be prepared for tight turnaround times and intensive work demands during the April to July timeframe. The draft designs and final products shall be produced in line with the agreed-upon milestone schedule.

4.3.4 -Acceptance Criteria:

The initial and final ID files shall be in InDesign (or subsequent software) and provided to NRC staff timely (e.g. by the due dates in the agreed-upon milestone schedule). The Contractor shall also provide Section 508 compliant HTML files for posting on the NRC website.

4.3.5 -Meetings and Travel:

Contractor staff shall be prepared to meet with NRC staff at the Rockville, Maryland, Headquarters site for an initial planning meeting; design presentation meetings (more than one may be needed); and for meetings to discuss ID content during production of the final ID. NRC estimates approximately 10 on-site meetings during the course of ID production.

4.3.6 -NRC Furnished Material and Equipment:

See Section 10.0 below.

4.3.7 -Additional Guidance and/or References:

The current version of the Information Digest can be accessed at:
<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1350/>

4.4 Task 4 – Strategic Plan (Triennial Publication)

4.4.1 -Requirement:

The Strategic Plan will be designed twice during the course of this Contract; during the base year and during Option Year Three, if exercised. The Contractor shall develop three (3) draft designs for the SP, and then present them in a meeting with the NRC Project Manager and NRC representatives. NRC staff shall suggest refinements/revisions and the 3 designs shall be presented to management. This may involve developing new designs, should any of the three initial designs be rejected by NRC staff. Once NRC management selects one final SP design, the Contractor shall create a template for the SP and populate it with NRC-provided text, including inserting data into tables/graphs.

4.4.2 -Standard:

The Contractor shall work with NRC standard graphics software, currently InDesign Creative Suite 2 to the specifications listed in Section 10.2 below. The initial/refined designs shall contain, at a minimum, draft front/rear cover pages, Mission/Vision page, sample Table of Contents, and a sample text page with graphs/tables to match the overall design. These initial designs should be printed in full color and suitable for presentation at NRC meetings. The final template shall contain the full SP document, including the front/rear cover, section divider pages, text pages (with tables/graphs) for each section, and appendices, fully populated with NRC provided data. The Contractor will also develop a Highlights Brochure for the SP (The Strategic Plan-At-A-Glance) using the chosen SP design. The milestone schedule shall provide for editing and proofreading by NRC staff of the content.

4.4.3 -Deliverable:

The final deliverable is a print-ready file of the full SP which shall be provided to NRC in early Fall of the base year and Option Year Three, if exercised (the exact due date shall be determined in the milestones schedule discussion from Task 4.1.2 above). The Contractor shall be prepared for tight turnaround times and intensive work demands during the July to September timeframe. The draft designs and final products shall be produced in line with the agreed-upon milestone schedule.

An additional deliverable is the SP-At-A-Glance, which is to be produced concurrently with the full Strategic Plan.

4.4.4 -Acceptance Criteria:

The initial and final SP/At-A-Glance files shall be in InDesign (or subsequent software) and provided to NRC staff timely (e.g. by the due dates in the agreed-upon milestone schedule)

4.4.5 -Meetings and Travel:

Contractor staff shall be prepared to meet with NRC staff at the Headquarters site for an initial planning meeting; design presentation meetings (more than one may be needed); and for meetings to discuss SP content during production of the final SP. NRC estimates approximately 4 on-site meetings during the course of SP production.

4.4.6 -NRC Furnished Material and Equipment:

See Section 10.0 below.

4.4.7 -Additional Guidance and/or References:

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1614/v3/>

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1614/v3/strategic-plan-at-a-glance.pdf>

5.0 Place of Performance

Work for this contract shall be performed primarily at the Contractor's site, using e-mail, telephone, conference calls, and similar means to accomplish routine contacts with NRC staff. On occasion, the work will require the Contractor's staff to attend meetings at NRC headquarters, 11555 Rockville, Pike, Rockville, Maryland.

6.0 Travel

Travel outside of the Washington, DC area shall be approved by the NRC Project Officer, or designee; however, such travel is not anticipated under this contract. Limited local travel will be required. The Contractor **will not** be reimbursed local travel when commuting from the contractor facility to NRC facility.

7.0 NRC Furnished Equipment

7.1 -NRC shall provide the contractor with the following for use under this order:

- Requirements for NRC systems and software compatibility; (See paragraph 4.0 above)
- Requirements for NRC publications (e.g. conformance with NRC's "branding" initiative for publications). Initial specifications for the documents are listed in 10.2 below; however, these specifications may be updated due to OMB requirements, GPO requirements, or changes in NRC standards during the course of the contract. NRC will inform the contractor of all changes.
- Existing photographs of NRC staff, buildings, etc. that are available for use in the PAR
- Text for insertion into PAR, ID, and SP documents.

7.2 -The Contractor shall produce all documents (PAR, ID, and SP) to the initial specifications listed below. Any changes to specifications will be conveyed to the Contractor by NRC; changes are anticipated to be minimal (e.g. to updated versions of InDesign software or revised Federal standards for publications).

The Contractor shall produce all working files, the templates, graphic designs, and color proofs under the following initial specifications:

- Suitable for 4 color process printing
- Native applications: Adobe InDesign Creative Suite 2, Adobe Photoshop
- Platform: Mac OS 10
- Colorbuild: LIMITED to cyan, magenta, yellow, black (CMYK)
- No spot colors, No metallic inks
- All images are to be supplied and linked, not embedded
- All fonts are to be supplied
- Completed GPO form 952 "Electronic Desktop Publishing" is to be supplied; the form can be accessed at <http://www.gpo.gov/forms/pdfs/952.pdf>
- Three (3) sets of single-sided color laser proofs
- Final trim size limited to 5-1/2" x 8-1/2" or 8-1/2" x 11"
- All paper stocks must be in accordance with JCP paper specifications.

Current document sizes:

- PAR - 8.5x11 inches
- PAR Highlights Brochure - 8x10 inches
- Information Digest - 5 1/2 x 8 1/2 inches
- Strategic Plan -- 8x10 inches
- SP At-A-Glance Brochure - 7 1/4 x 8 1/2 inches (bi-fold pamphlet size)

8.0 Deliverables

See deliverable descriptions under Tasks above.

TERMS AND CONDITIONS**B. 1 CONSIDERATION AND OBLIGATION—LABOR HOURS**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$65,668.00.

(b) The amount presently obligated with respect to this contract is \$65,668.00.

**B.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(JAN 1993)**

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

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

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

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

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

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

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

B.3 PROJECT OFFICER AUTHORITY (November 2006)

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

Name: Richard Rough
Address: 11545 Rockville Pike
Mailstop T9-F4
Rockville, MD 20852-2746

Telephone Number: (301) 415-8577

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

B.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

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

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

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

B.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years from date of order acceptance.

B.6 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.

B.7 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.

BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Purchase Order No:
(b) Voucher/Invoice No:
(c) Date of Voucher/Invoice:

Payee's Name and Address

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

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

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

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