

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 48

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

BPA NO.

1. DATE OF ORDER 0-22-2003		2. CONTRACT NO. (if any) GS-35F-0785J		6. SHIP TO:	
3. ORDER NO. DR-02-04-012		4. REQUISITION/REFERENCE NO. N-02-03-012		5. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts- CMC#1 Two White Flint North - MS T-7-I-2 Washington, DC 20555-0001				b. STREET ADDRESS Attn. Carolyn Boyle	
7. TO:				c. CITY Washington	e. ZIP CODE 20555-0001
a. NAME OF CONTRACTOR Force 3, Inc.				f. SHIP VIA	
b. COMPANY NAME ATTN.: Mr. Tim Carney Vice President, Contract Program				8. TYPE OF ORDER	
c. STREET ADDRESS 2147 Priest Bridge Dr.				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery/task 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.	
d. CITY Crofton		e. STATE MD	f. ZIP CODE 21114	10. REQUISITIONING OFFICE NMSS Carolyn Boyle (301) 415-7818	
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R:45015203232, JOB CODE: J5477, BOC: 252A APPN. NO.:31X0200 OBLIGATE: \$244,047					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO:	15. DELIVER TO F.O.B. POINT ON OR BEFORE 10/22/03 - 10/21/05
13. PLACE OF		16. DISCOUNT TERMS Net 30	
a. INSPECTION	b. ACCEPTANCE	FOR INFORMATION CALL: (No collect calls) Donald A. King (301) 415-6731	

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)
	See the attached addendum.  This is a requirements, fixed unit-price type order, reimbursable travel/ODC. Period of Performance is from date of award and will expire 24 months from the effective date of the order. The term of this order may be extended at the option of NRC for one additional 12 month period.  TIN#: 52-1742191 DUNS #:55-605-4591			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission DC/CMC#1, Mail Stop T-7-I-2						17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		746,753.00		17(i). GRAND TOTAL

2. UNITED STATES OF AMERICA  
BY (Signature)

*Donald A. King*

23. NAME (Typed)  
Donald A. King  
Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (6/95)

TEMPLATE - ADM001

ADM002

## CONTINUATION PAGE

**A.1 OTHER APPLICABLE CLAUSES**

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☒ 52.217-9, Option to Extend the Term of the Contract

**A.2 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 7. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

### A.3 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.4 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

### A.5 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)

**DR-02-04-012 SECTION A**

**CONTINUATION PAGE**

**A.6 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS**

**1. PROJECT TITLE**

The title of this project is as follows:

**GENERAL LICENSE TRACKING SYSTEM IMPLEMENTATION AND OPERATION**

**2. BRIEF DESCRIPTION OF WORK**

**a) Brief description of work:**

The U.S. Nuclear Regulatory Commission requires contractor support to provide for the efficient and accurate collection, analysis, entry, and dissemination of general license information.

- (b)** Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all required work hereunder.

**3. SCHEDULE**

The Contractor shall provide general license tracking system implementation and operational support services to NRC in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the contract period of performance at the rates as set forth below.

DR-02-04-012 SECTION A - SCHEDULE OF SERVICES

BASE PERIOD YEAR - ONE

CLIN A0001 - Task I: Training, Procedure Development/Maintenance, Security, and Quality Assurance

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$120,345
Technical Director			\$32,714
Senior Program Manager			\$5,470
Subtotal			\$158,529

CLIN A0002 - Task II: On-Going Routine Report Data Processing

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$207,355
Technical Director			\$54,098
Senior Program Manager			\$4,740
Subtotal			\$266,193

CLIN A0003 - Task III: Implement the Registration Program

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$238,430
Technical Director			\$63,194
Senior Program Manager			\$17,138
Subtotal			\$318,762

CLIN	DESCRIPTION	Est. Unit Price	Est. Qty.	Unit	Total Price
A0004	Local Travel (Not to Exceed)			Trip	\$525
	Telecommunications (Not to Exceed)			Mo.	\$2,400
	Total ODC (Not to Exceed)				\$2,925
	Indirect Cost				\$344
Subtotal	(Not to Exceed)				\$3,269

TOTAL ALL TASKS AND TRAVEL YEAR ONE

\$746,753

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work," shall include all cost deemed necessary by the offeror.

DR-02-04-012 SECTION A - SCHEDULE OF SERVICES

BASE PERIOD YEAR - TWO

CLIN B0001 - Task I: Training, Procedure Development/Maintenance, Security, and Quality Assurance

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$125,159
Technical Director			\$34,022
Senior Program Manager			\$5,688
Subtotal			\$164,870

CLIN B0002 - Task II: On-Going Routine Report Data Processing

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$215,649
Technical Director			\$56,262
Senior Program Manager			\$4,930
Subtotal			\$276,841

CLIN B0003 - Task III: Implement the Registration Program

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$247,967
Technical Director			\$65,721
Senior Program Manager			\$17,824
Subtotal			\$331,512

CLIN	DESCRIPTION	Est. Unit Price	Est. Qty.	Unit	Total Price
B0004	Local Travel (Not to Exceed)			Trip	\$525
	Telecommunications (Not to Exceed)			Mo.	\$2,400
	Total ODC (Not to Exceed)				\$2,925
	Indirect Cost				\$344
Subtotal	(Not to Exceed)				\$3,269

TOTAL ALL TASKS AND TRAVEL YEAR TWO

\$776,492

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work," shall include all cost deemed necessary by the offeror.

DR-02-04-012 SECTION A - SCHEDULE OF SERVICES

OPTION YEAR

CLIN C0001 -

Task I: Training, Procedure Development/Maintenance, Security, and Quality Assurance

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$130,165
Technical Director			\$35,383
Senior Program Manager			\$5,916
Subtotal			\$171,464

CLIN C0002 - Task II: On-Going Routine Report Data Processing

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$224,275
Technical Director			\$58,512
Senior Program Manager			\$5,127
Subtotal			\$287,914

CLIN C0003 - Task III: Implement the Registration Program

Labor Category	Rate	Estimated Hours	Dollars
Quality Assurance Specialist			\$257,886
Technical Director			\$68,350
Senior Program Manager			\$18,537
Subtotal			\$344,773

CLIN	DESCRIPTION	Est. Unit Price	Est. Qty.	Unit	Total Price
C0004	Local Travel (Not to Exceed)				\$525
	Telecommunications (Not to Exceed)				\$2,400
	Total ODC (Not to Exceed)				\$2,925
	Indirect Cost (Not to Exceed)				\$344
Subtotal	(Not to Exceed)				\$3,269

TOTAL ALL TASKS AND TRAVEL OPTION YEAR

\$807,420

TOTAL ALL TASKS AND TRAVEL YEAR ONE , YEAR TWO AND OPTION YEAR

\$2,330,665

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work," shall include all cost deemed necessary by the offeror.

**DR-02-04-012 SECTION B**

**B.1 CONSIDERATION AND OBLIGATION**

(a) The total estimated amount of this contract(ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$746,753**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is **\$244,047**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**B.2 PERIOD OF PERFORMANCE**

This order shall be effective from the date of award through twenty-four (24) months. The term of this contract may be extended at the option of the NRC for one additional year.



**DR-02-04-012 SECTION C**  
**STATEMENT OF WORK**

**GENERAL LICENSE TRACKING SYSTEM IMPLEMENTATION AND OPERATION**  
**Job Code J5477**

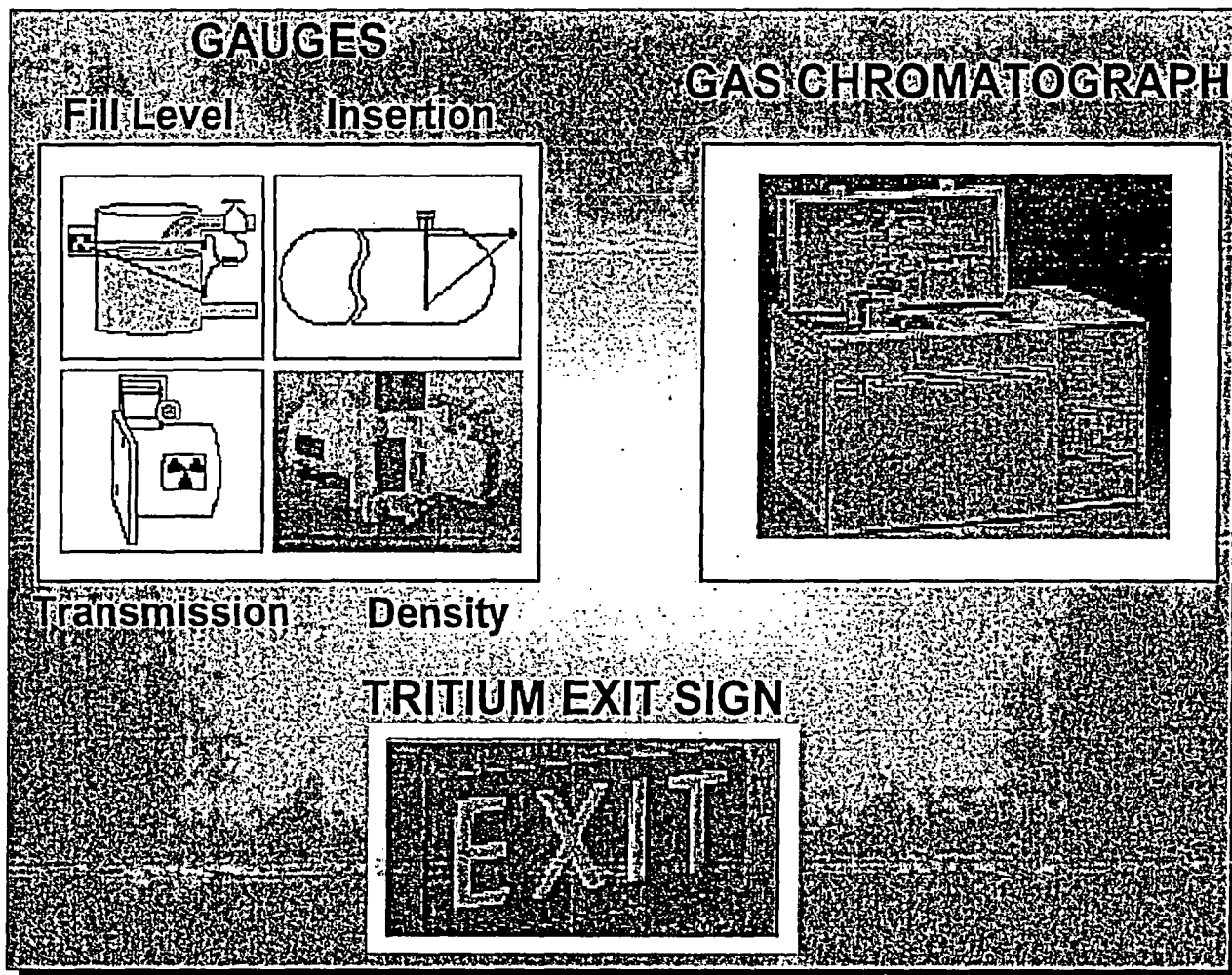
**1 INTRODUCTION**

Commercial and industrial firms, research, educational and medical institutions, individuals in the conduct of their business, and Federal, State or local governments who acquire, receive, possess or use byproduct material<sup>1</sup> in certain measuring and gauging devices, and devices designed to produce light or an ionized atmosphere that have been manufactured and initially transferred in accordance with 10 CFR 32.51 are defined in 10 CFR 31.5 as general licensees. Persons who own, receive, acquire, possess or use aircraft luminous safety devices that have been manufactured and initially transferred in accordance with 10 CFR 32.53 are defined in 10 CFR 31.7 as general licensees. Figure 1 shows some generally-licensed devices (GLDs).

**Figure 1. Examples of generally-licensed devices**

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<sup>1</sup>See 10 CFR Part 30 for the definition of byproduct material, i.e., radioactive material produced by a nuclear reactor.



In accordance with 10 CFR 32.52 and 32.56, persons licensed to initially transfer the devices described above (referred to as GL vendors) to general licensees are required to submit, on a periodic basis, a report of all such transfers. Transfers to 10 CFR 31.5 general licensees are required to be submitted on a quarterly basis (referred to as quarterly transfer reports), and transfers to 10 CFR 31.7 general licensees are required to be submitted on an annual basis (referred to as annual transfer reports). Approximately 450 quarterly (90%) and annual (10%) transfer reports are received by the U.S. Nuclear Regulatory Commission (NRC) each year. The size of the reports can range from one page to several hundred pages for some of the larger tritium exit sign vendors. Quarterly transfer reports from GL vendors include information on each device transferred (e.g., device type, model and serial number, and the quantity and type of byproduct material contained in the device), and on the general licensee (e.g., name, address, and the name, title, and phone number of a person responsible for the GLDs). GL vendors must possess a specific license to initially transfer devices to general licensees from either the NRC or an Agreement State<sup>2</sup>. GL vendors located in an Agreement State that

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<sup>2</sup>An Agreement State is a State that the NRC has entered into an agreement with, that authorizes the State to regulate certain nuclear materials within its boundaries.

transfer devices to general licensees in NRC jurisdiction<sup>3</sup> are also required to submit quarterly and annual transfer reports to the NRC, even if no transfers of devices has occurred within any given reporting period.

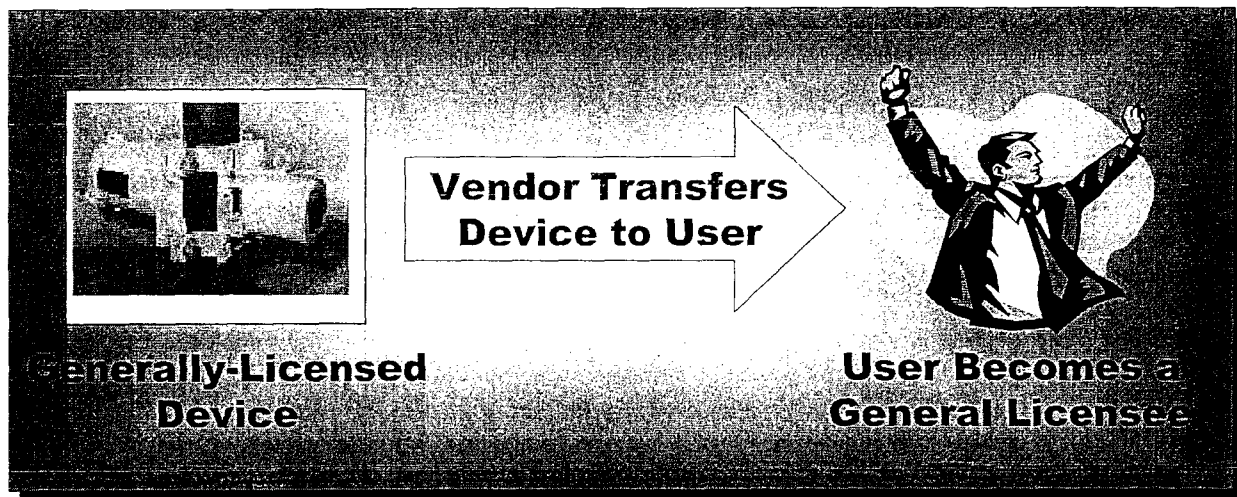
In 2001, the NRC implemented a new general license (GL) program to increase control and accountability of GLDs through the use of a client-server application known as the General License Tracking System (GLTS). GLTS was developed in Powerbuilder 6.5 using a Sybase database platform that is maintained on a server on the NRC local area network (LAN). GLTS is the main database used by NRC to collect, monitor, track, use, and disseminate GL information, to support enhanced regulatory oversight of a subset of the general licensees through a registration program, and to collect fees from general licensees that are required to register their devices. In addition, the GLTS is used to schedule and plan inspections of general licensees, and generate information for budgeting and resource planning purposes. The GLTS also supports NRC's event response and evaluation program, enforcement program, and fee billing system, and may be used by up to 100 users in the NRC headquarters office or in any of the four NRC regional offices.

Persons who wish to acquire, receive, possess, use or transfer radioactive material must do so in accordance with applicable NRC and/or Agreement State regulations. In accordance with Title 10 of the U.S. Code of Federal Regulations (10 CFR), NRC licenses the use of radioactive material, either through a specific license or a general license. A specific license is issued to an individual or company after their application has been reviewed, processed, and approved for a specific license by the NRC or Agreement State. The NRC issues many different types of general licenses. For the purposes of this contract, a general license is issued to an individual or company who acquires GLDs, see Figure 2. With a general license there is no application process, nor is there a piece of paper signifying a license issued to the general licensee. Under 10 CFR 32.51a, the GL vendor is required to provide GL information to the prospective general licensee prior to the transfer of any devices.

**Figure 2. Graphic representation of the issuance of a general license**

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<sup>3</sup>NRC jurisdiction includes all States into which NRC has not entered into an agreement for the discontinuance of its regulatory authority over nuclear materials (called Non-Agreement States, which includes U.S. territories, off-shore waters, and all Federal facilities, even if they are located in an Agreement State).



In accordance with 10 CFR 31.5, NRC general licensees are required to notify the NRC any time they transfer one of their GLDs to another licensee (general or specific). NRC receives approximately 225 of these types of reports from general licensees each year. General licensees regulated by an Agreement State are not required to submit these reports to NRC.

GL vendor quarterly and annual reports submitted to the NRC, as well as reports submitted by general licensees, contain company proprietary or sensitive personal data and are handled in accordance with NRC Management Directive 12.6, "NRC Sensitive Unclassified Security Information Program," to ensure that sensitive, unclassified information is adequately protected from unauthorized disclosure.

The NRC registers 10 CFR 31.5 general licensees that possess a device containing the radioactive material (type and quantity) listed in Table 1.

**Table 1. Registration Criteria**

Isotope	Activity $\geq$	
	(mCi)	(MBq)
Cesium-137	10	370
Strontium-90	0.1	3.7
Cobalt-60 or Any Transuranic (e.g., Americium-241, Curium-244, etc.)	1	37

Approximately 3,000 general licensees and 20,000 devices currently in GLTS meet this criteria. The registration program can be compared to a State-run vehicle registration program, but instead of tracking and registering vehicles, the NRC is tracking and registering nuclear gauges.

In addition, NRC has changed the regulations concerning 10 CFR 31.5 general licensees and 10 CFR 32.51 GL vendors that initially transfer devices to these general licensees. These new regulations add additional reporting requirements for GL vendors (10 CFR 32.52) and general licensees (10 CFR 31.5), including the requirement for general licensees to report changes of address. These reports are also entered into GLTS. Currently, the NRC receives about 50 change of address reports per year.

## **2 OBJECTIVE**

The primary objective of this contract is to provide for the efficient and accurate collection, analysis, entry, and dissemination of general license information.

## **3 SCOPE OF WORK**

To achieve the objective, the scope of this contract includes:

### **3.1 Training, Procedure Development/Maintenance, Security, and Quality Assurance (See Section 4.1, Task I)**

- 3.1.1 Provide training to new staff working with GLTS, develop and maintain updated procedures, uphold security practices, and implement a quality assurance program that will provide for efficient and accurate information management of GLTS data.

### **3.2 On-Going Routine Report Data Processing (See Section 4.2, Task II)**

- 3.2.1 Use GLTS to support NRC in scheduling and planning inspections of general licensees, and to generate information for budgeting and resource planning purposes.
- 3.2.2 Use GLTS to support NRC's event response and evaluation program, enforcement program, and fee billing system.
- 3.2.3 Generate and provide reports from GLTS, as requested by the NRC Technical Project Manager (TPM), including standard and ad hoc reports. Status reports and draft and final technical reports shall be provided as specified by the NRC TPM.
- 3.2.4 Provide support to the NRC in implementing its GL program. The contractor shall provide this support by completing the tasks outlined in Section 4, Work Requirements and Schedule.
- 3.2.5 Only address general licenses issued in 10 CFR 31.5 and 10 CFR 31.7.

3.3 Implement the Registration Program (See Section 4.3, Task III)

- 3.3.1 Provide for the implementation and operation of an annual registration program for a subset of these general licensees. For bidding purposes, the contractor shall assume the registration program will include 3,000 general licensees possessing 20,000 devices.

4 **WORK REQUIREMENTS AND SCHEDULE**

4.1 Task I: Training, Procedure Development/Maintenance, Security, and Quality Assurance

The contractor shall perform the following in preparation for the management of GLTS and implementation of the registration program as detailed in Tasks II and III.

4.1.1 Training

- 4.1.1.1 Review and understand the GLTS Operations Manual within 2 weeks of contract award. The NRC TPM will provide the manual as part of the proposal request.

- 4.1.1.2 Review, understand, and discuss with the NRC TPM, the requirements for Tasks II and III described below. This shall include a "kick-off" meeting with the NRC TPM within 2 weeks of contract award to discuss the overall contract.

- 4.1.1.3 Obtain training in using the Agency-wide Documents Access and Management System (ADAMS) in support of the GL program. ADAMS is the NRC's official system of records. It is especially important that the contractor understand how to add and retrieve documents from ADAMS. After award of the contract, the NRC TPM will provide information to the contractor about when and where this training can be obtained. The contractor shall coordinate a schedule for completion of this training with the NRC TPM.

- 4.1.1.4 Understand how to retrieve and use information from the National Sealed Source and Device Registry (NSSDR) and the Nuclear Material Events Database (NMED) to support the GL program. The NRC TPM will provide training on NSSDR, a system of approved (certified) sources and devices, and NMED, a system that stores information about radioactive material events. The contractor shall coordinate a schedule for completion of this training with the NRC TPM.

4.1.2 Procedure Development/Maintenance

- 4.1.2.1 Develop, update, and maintain procedures for receipt, handling, and processing of transfer reports received from GL vendors and general licensees, and registration forms received from general licensees. This shall continue for the duration of the contract and may be divided into the following four distinct activities, including receipt, data processing, deficiency follow-up (also known as Requests For Information, RFIs), and closeout and storage of data:

- 4.1.2.1.1 Receipt activities shall include initial receipt and sorting of incoming mail containing forms and reports; additional sorting and screening/analysis of data for problem areas; and preparation for data processing and data entry of received reports and forms. In addition, this activity may include making backup copies of received forms or reports;
- 4.1.2.1.2 Data processing activities shall include using the automated form reader process OCR [Optical Character Recognition] for extracting data from sorted, screened, and prepared standardized forms and reports, and manually entering non-standardized reports and forms, or information received from deficiency follow-up into GLTS. These activities shall also include data validation and quality assurance, identification of deficiencies (including a determination of appropriate follow-up, such as phone calls or letters), and data correction;
- 4.1.2.1.3 Deficiency follow-up (RFIs) shall include segregation of identified deficient forms or reports, identification of the failure to submit a required form or report, follow-up activities with the licensee submitting the form or report to correct the deficiency, reporting to the NRC TPM deficiencies which cannot be resolved using standard techniques, and entering complete or corrected information received through follow-up into GLTS. Some RFIs will be "critical." This means the data cannot be entered into GLTS until the RFI (deficiency) is resolved; and
- 4.1.2.1.4 Close-out activities shall include returning the original forms or reports to the NRC TPM, periodic auditing of completed cases for quality assurance purposes, and submitting a biweekly activity report. Storage may include maintenance of the GLTS, storing copies of forms and reports, if requested, and creating and maintaining backup data.

NOTE: Activities discussed in 4.1.2.1, are discussed further under Tasks II and III.

#### 4.1.3 Security and Quality Assurance

- 4.1.3.1 Develop, prior to the initiation of Task II unless otherwise directed by the NRC TPM, internal security procedures in accordance with NRC Management Directive 12.6 and Federal Acquisition Regulation Part 24 (<http://www.arnet.gov/far/>), to protect the confidentiality of information in the GLTS, as well as any information received and/or stored at the contractor's facility, as appropriate. The NRC has determined that the GLTS is a "system of records on individuals," and shall be handled in accordance with the Privacy Act of 1974. A system of records on individuals is a group of any records under the control of NRC 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. The contractor shall ensure that the information contained in the GLTS is adequately protected from unauthorized disclosure.
- 4.1.3.2 Develop and/or maintain the quality assurance and control program to cover the activities discussed above and as applicable to Tasks II and III. This shall continue for the duration of the contract.

4.2 Task II: On-Going Routine Report Data Processing

Task II shall begin upon NRC TPM approval, either upon completion of or concurrent with Task I, and shall continue for the duration of the contract. Unless otherwise specified or approved by the NRC TPM, Task II shall be conducted in accordance with the instructions provided and procedures developed, reviewed, and approved by the NRC TPM under Task I. The contractor shall be required to perform the following on an on-going basis to support all functions of the GLTS, not associated with the registration program:

- 4.2.1 Receive and process information concerning general licensees and GLDs for entry into the GLTS. This information may be received from the following sources: quarterly, annual, and general licensee transfer reports submitted by NRC and Agreement State GL vendors and NRC general licensees; general licensee submitted event reports (lost, stolen or destroyed devices); other event reports; inspection reports; and other reports and information as identified by the NRC TPM. The NRC TPM will forward the following reports and information to the contractor:
  - 4.2.1.1 Quarterly and annual transfer reports required to be submitted by GL vendors to NRC on a periodic basis (every 3 months and every 12 months, respectively);
  - 4.2.1.2 General licensee transfer reports required, pursuant to 10 CFR 31.5(c)(8) and (9), to be submitted to NRC on an on-going basis (i.e., within 30 days after a general licensee transfers one of its devices);
  - 4.2.1.3 General licensee event reports required, pursuant to 10 CFR 31.5 and 20.2201 and 20.2202, to be submitted by the general licensee to NRC within 30 days of the occurrence of a lost or stolen device. Other similar event reports (e.g., involving GLDs found in the public domain) may be submitted to NRC from Agreement States, other licensees, or be created by NRC inspectors following an event;
  - 4.2.1.4 Inspection reports obtained from NRC or Agreement State inspectors performing routine or reactive inspections involving general licensees or GLDs;
  - 4.2.1.5 General licensee change of address reports required, pursuant to the proposed 10 CFR 31.5(c)(14), to be submitted by the general licensee to NRC within 30 days of any changes to the general licensees address, unless the general licensee is subject to registration; and
  - 4.2.1.6 Other reports and information received from GL vendors and general licensees on an infrequent basis, which shall be entered into the GLTS when applicable.
- 4.2.2 Ensure complete and accurate information is obtained for quarterly, annual, and general licensee transfer and other reports, and that these reports are received by the due date. This shall require contacting the GL vendor or general licensee to obtain additional information about deficient reports or because of a failure to submit a report. Reports shall be received from NRC general licensees and both NRC and Agreement State licensed GL vendors;



- 4.2.3 Report instances to the NRC TPM for additional follow-up where complete and accurate information cannot be obtained through standard follow-up procedures. This includes providing the NRC TPM sufficient information to determine the most appropriate form of follow-up and to perform the follow-up activities;
- 4.2.4 Maintain, modify, update, and correct current and historical GL vendor, general licensee, and GLDs information in GLTS obtained through the reports and information sources listed above and in accordance with the GLTS Operational User's Manual and procedures developed in Task I. Updates shall be performed by the contractor uploading information on a periodic basis (whenever updates are made) to the GLTS through the NRC LAN;
- 4.2.5 In addition to the ongoing activities discussed above, correction of the existing data in GLTS that is not corrected through routine database maintenance activities shall be completed within one (1) week of discovery.
  - 4.2.5.1 A significant portion of the data in GLTS is either incomplete, inaccurate or is duplicate data and shall require correction. This may be performed through a random sampling of existing hardcopy and database information and shall be separate from deficiency contacts with GL vendors and licensees.
  - 4.2.5.2 Examples include obtaining complete address information, correcting isotope types or amounts, and verifying model numbers and device types. Incorrect, incomplete or duplicate data identified in the database for which the contractor has not been specifically directed to perform data correction shall be reported to the NRC TPM for direction, within one (1) business day of discovery.
  - 4.2.5.3 Data sources for collecting and correcting information may include applicable historical NRC records; other NRC databases such as NSSDR, ADAMS, NMED or the License Tracking System (LTS), which is a database that contains GL vendor license information for NRC licenses; direct contact with GL vendors and general licensees; and publically available information sources (Internet, U.S. Postal Service resources, telephone directories, etc.).
- 4.2.6 Perform quality assurance audits of the data in GLTS, in addition to other contractor activities associated with this task; and
- 4.2.7 Generate standard and ad hoc reports from GLTS and deliver these reports to NRC or other locations as directed by the NRC TPM. Examples of these reports include, but are not limited to:
  - 4.2.7.1 A report on the number of each type of device distributed during a quarter;
  - 4.2.7.2 A listing of all (new and existing) general licensees in GLTS sorted by location;
  - 4.2.7.3 The numbers and types of transfers made during a month or quarter; and

4.2.7.4 A report on the results of quality assurance audits performed.

Reports may be hardcopy printouts or transmitted electronically through e-mail as directed by the NRC TPM. Reports containing sensitive personal data or company confidential/proprietary data must be marked and handled in accordance with the security procedures developed in Task I to prevent unauthorized disclosure of the information.

4.3 Task III: Implement the Registration Program

Task III shall begin upon NRC TPM approval, either upon completion of or concurrent with Task I, and shall continue for the duration of the contract. Unless otherwise specified or approved by the NRC TPM, Task III shall be conducted in accordance with the instructions provided and procedures developed, reviewed, and approved by the NRC TPM under Task I.

4.3.1 The following is a description of tasks associated with implementing NRC's annual registration program:

4.3.1.1 Registration request forms shall be generated through the GLTS and mailed to all NRC general licensees that meet the criteria specified in Table 1. Registration request forms shall: 1) list information from GLTS concerning the general licensee and the GLDs indicated to be in their possession; 2) request the general licensee review and confirm the information on the form, and indicate any new, updated, or corrected information; 3) require the general licensee return the registration request form within 30 days; and 4) require a fee for registration. The process shall be similar to many vehicle registration programs currently utilized by State transportation departments. However, for this registration program, general licensees shall only be required to register their devices when requested by NRC. In addition to registering their devices, general licensees may be requested to answer questions about their Radiation Safety Programs and how they are meeting their regulatory requirements.

4.3.1.2 All mailed and returned registration request forms shall be tracked, and forms not returned within the allowed time shall require follow-up. Information on returned forms shall be input into the GLTS. To reduce processing time and costs, the GLTS shall include an automated form reader and verification system that will scan and perform OCR of information on returned registration forms. It is expected that the automated process shall be able to accurately recognize information from the forms and shall automatically update GLTS with the information read. For cases where information on the form may not be completely suitable for OCR (e.g., "bad" data due to poor quality/distorted text, smudges, etc.), manual validation, verification, and correction of the portion of the data in question shall be performed. "Bad" data that cannot be resolved through data validation and correction shall require follow-up with the registrant, either through a deficiency letter or phone call.

- 4.3.1.3 The GLTS automated form reader process is designed to identify cases where incomplete information is provided on a registration request form. In such cases, the GLTS shall notify the operator when expected data is not on the form. It is expected that for some of the cases, the missing information will not be critical and the available form data can be entered into GLTS with some follow-up with the registrant for the missing information. However, in cases where the missing data is critical (required before the form data may be entered into GLTS), GLTS shall notify the user that the form will be rejected, and follow-up with the registrant will be required before the data on the form can be entered into GLTS. Follow-up shall be similar to that discussed above for "bad" data. For cases where the required information cannot be obtained through standard follow-up, the case shall be referred to the NRC TPM.
- 4.3.1.4 It is expected that 30%-40% of the forms shall require manual processing for a portion of the information on the returned forms due to "bad" or missing data.
- 4.3.2 The contractor shall be fully responsible for implementation of the above described registration program. Specific duties and responsibilities for implementation of the registration program shall include the following:
  - 4.3.2.1 On a periodic basis (e.g., monthly, bi-monthly, quarterly), generate and mail a request for registration to the appropriate fraction of the general licensees that meet the requirements for registration (e.g., 1/12th, 1/6th or 1/4th). Each request for registration shall include a cover letter containing the appropriate fee information, instructions, and NRC Form 664-General Licensee Registration form, and any additional information as directed by the NRC TPM. Registration forms shall always be generated by GLTS and shall contain information unique to the general licensee. The cover letter, fee information, and additional information typically shall be generic in nature, and may need to be created by the contractor through a wordprocessor. Initial registration requests shall require a response within 30 days;
  - 4.3.2.2 If the post office is unable to deliver a request for registration, the contractor shall attempt to locate the licensee and obtain a valid address in accordance with the procedures established in Task I. The contractor shall maintain a report of any instances of undelivered mail for inspection by the NRC TPM, as requested;
  - 4.3.2.3 For general licensees that do not return registration requests within 45 days, the contractor shall perform follow-up as specified in the procedures established in Task I. The contractor shall maintain a report of registrations older than 45 days for inspection by the NRC TPM, as requested;
  - 4.3.2.4 For requests for registration that are not complete or contain discrepancies, the contractor shall perform follow-up as specified in the procedures outlined in Task I. The contractor shall maintain a report of any instances of incomplete registrations or registrations with discrepancies for inspection by the NRC TPM, as requested;

- 4.3.2.5 For general licensees that indicate -- either on the registration form, a letter submitted to NRC, or via telephone contact -- they have lost or cannot account for one or more of their GLDs, the contractor shall immediately notify the NRC TPM (as soon as practicable), provide the NRC TPM with relevant information concerning the lost devices and the general licensee, and perform follow-up as specified in the procedures outlined in Task I, or as otherwise directed by the NRC TPM; and
- 4.3.2.6 When a potential violation of Federal or State regulations is identified, the contractor shall immediately (as soon as practicable) notify the NRC TPM. The initial notification may be made telephonically to the NRC TPM, followed by written description of the events surrounding the potential violation, as directed by the NRC TPM.
- 4.3.3 The contractor shall update the GLTS with information from registration forms, including the following:
  - 4.3.3.1 Name, mailing address (for the location of use), and billing address of the general licensee;
  - 4.3.3.2 Device information, as indicated on the device label (e.g., model number, serial number, GL vendor, radioisotope and activity);
  - 4.3.3.3 Name and telephone number of the responsible person designated as a representative of the general licensee under § 31.5(c)(12);
  - 4.3.3.4 Address or location of use at which the GLDs are used or stored. For portable devices, the location of use is considered the address of the primary place of storage;
  - 4.3.3.5 That the licensee has certified that the information concerning the device(s) has been verified through a physical inventory and checking of the device label information;
  - 4.3.3.6 The responsible person for the general licensee, as defined in § 31.5(c)(12), has made a certification that they are aware of the NRC regulatory requirements for the general license; and
  - 4.3.3.7 Registration forms returned to the contractor are not intended to include any form of payment for a registration fee. Payment information shall be handled by the NRC Office of the Chief Financial Officer (OCFO) before the registration forms are provided to the contractor. If a form is received with a fee or other payment information included (e.g., credit card number), the contractor shall immediately forward the complete package, including the registration form and payment, to the OCFO bank contractor or other location as specified by the NRC TPM. However, the registration forms may contain an indication as to whether or not the general licensee has paid the required fee. Forms not containing this information may require the contractor to follow-up with either the OCFO or the general licensee.

- 4.3.4 Follow-up activities shall be performed for all cases where deficiencies (incomplete, inaccurate or omitted information) are identified on returned registration request forms, where a general licensee does not return a registration request form or where the disposition of a device cannot be determined (i.e., lost or unaccounted for by the general licensee). The contractor shall develop/use detailed procedures established in Task I, but these follow-up activities shall generally consist of:
- 4.3.4.1 Registration request forms returned as undeliverable mail. The contractor shall attempt to determine the reason for the returned mail and obtain a valid address using appropriate research techniques;
  - 4.3.4.2 General licensees that do not return registration requests within 45 days. The contractor shall mail, return receipt requested, a second request for registration. This second mailing of the registration form shall request a response within 20 days;
  - 4.3.4.3 Registration licensees that do not respond to the second mailed request for registration within 35 days. The contractor shall attempt to contact the general licensee by telephone to request a response to the request for registration within an additional 15 days. If requested by the licensee, the contractor shall mail an additional registration request form to the general licensee;
  - 4.3.4.4 Registration licensees that do not respond to the telephone request for registration (3<sup>rd</sup> request) within 30 days, or for which attempts to contact are unsuccessful. The contractor shall document the attempts made to contact the licensee and supply this information to the NRC TPM in a report;
  - 4.3.4.5 Determining, to the extent possible, the location of general licensees or the final disposition of devices indicated as possessed by them for general licensees that either did not respond to the registration requests or that indicated they no longer possess a device. These follow-up activities shall be appropriate to the information desired, such as telephone contacts with general licensees and GL vendors, mailed correspondence with general licensees and GL vendors, searches of applicable databases, Internet searches, and searches of Federal, State, and local government records, and shall be approved and authorized by the NRC TPM;
  - 4.3.4.6 Maintaining a hardcopy file of all information gathered through follow-up activities, unless otherwise directed by the NRC TPM;
  - 4.3.4.7 Updating GLTS with the most current information about the general licensee, including primary responsible person name, phone number, and title; and
  - 4.3.4.8 Adding documents to ADAMS whenever necessary to complete updates to GLTS.
- 4.3.5 Requests for registration which could not be completed shall be filed and submitted to NRC for further action. The contractor shall provide the following for each case:

- 4.3.5.1 A copy of the registration request form, completed to the extent that the contractor was able to obtain the required information;
  - 4.3.5.2 A description of follow-up actions taken to obtain the required information;
  - 4.3.5.3 The most current updated information about the general licensee from GLTS; and
  - 4.3.5.4 Segregate the cases as directed by the NRC TPM. Follow-up for unique or other types of situations shall be determined on a case-by-case basis, through discussion with, and at the direction of, the NRC TPM.
- 4.3.6 Additional mailings and surveys may be generated from the GLTS program to be sent with the registration request forms. It is expected that these additional mailings would be included in 10% or less of the registration mailings.
- 4.3.7 Once all required registration information is obtained, including the fee paid indication from OCFO, and the complete registration is entered into GLTS, the contractor shall issue a standard acknowledgment letter to the registration general licensee. This letter shall be generated through the GLTS program.

## **5 TECHNICAL QUALIFICATIONS AND EXPERTISE REQUIRED**

### **5.1 System Knowledge and Familiarity**

The contractor shall provide staff with a knowledge of and familiarity with the implementation and use of computer based inventory, tracking, and registration systems (written in Powerbuilder using a Sybase platform and utilizing forms automation technology) sufficient to perform the activities specified in Section 4 above, including demonstrated experience performing queries and writing scripts using structured query language (SQL).

### **5.2 Specialized Skills**

The contractor shall provide staff with specialized skills in the following areas. Demonstrated experience means references from other companies or agencies for which the contractor has performed similar work, or other objective quality evidence of the performance of the type of work described. Provide:

- 5.2.1 Demonstrated experience with locating and maintaining contact with a pool of subjects over an extended period (years). Specific experience in techniques and tools for locating lost subjects (individuals or companies). Specific experience in techniques and tools for maintaining contact with subject of interest (individuals or companies);
- 5.2.2 Demonstrated experience in analysis of data for purposes of ensuring completeness, accuracy, consistency, and compliance with regulations;

5.2.3 Demonstrated experience with techniques and tools for efficient processing and entry of data from both hard copy forms and information obtained by other means (e.g., telephone conversations). Specific experience with processing of forms using multiple recognition methods (OCR, optical mark reading, scanning, and image capture); and

5.2.4 Demonstrated experience applying effective quality assurance programs and effective quality control measures for data entry.

### 5.3 Experience Using OCR and Automated Form Readers

The contractor shall discuss experience using OCR and automated form readers, including the expected effort needed for manual processing/verification of information on the forms that is not completely suitable for OCR or the automated process, and follow-up with registrants.

5.3.1 Demonstrated experience using Optical Character Recognition for Forms software, necessary to implement the registration program described in Task III above.

### 5.4 Database Maintenance Experience

The contractor shall discuss experience with maintenance and management of database systems, and experience with the implementation and operation of registration programs.

## 6 REPORTING REQUIREMENTS

### 6.1 Monthly Letter Status Reports

The contractor shall submit monthly technical progress and financial status reports as required in NRCAR 2052.211-71 and -72 (references available at the NRC website at <http://www.nrc.gov/who-we-are/contracting/48cfr-ch20.html> ). Each report must include the following for each task:

6.1.1 Accomplishments for the reporting period, work planned for the next reporting period, issues affecting progress, cost information, schedule information, plans and recommendations for future priorities and activation of work items;

6.1.2 The status of registration requests to include number of registrations mailed, number received, number not received, number returned undeliverable, number scanned, number uploaded, number of uploads containing critical RFIs, number of critical RFIs resolved, and number of backlogged registrations, and the number checked for quality assurance; and

6.1.3 The status of transfer reports (quarterly, annual, and GL) to include the number received, the number processed, the number entered into GLTS, and the number checked for quality assurance.

## 6.2 Ad hoc Reports

The contractor shall prepare ad hoc reports on the information contained in GLTS and contractor follow-up activities as directed by the NRC TPM. The contractor shall deliver these reports within 1 business day of request unless otherwise specified by the NRC TPM.

## 6.3 Standard Reports

The contractor shall prepare standard reports, generated by the GLTS. These reports shall be prepared and delivered in accordance with the NRC TPM's specifications. The contractor shall deliver these reports within 1 business day of request unless otherwise specified by the NRC TPM.

## 6.4 GLTS Updates

The contractor shall provide an updated electronic copy or hardcopy printout of the information contained in the GLTS as directed by the NRC TPM. The contractor shall deliver these products within 1 business day of request unless otherwise specified by the NRC TPM.

## 6.5 Update NMED

On a monthly basis, the contractor shall provide information on lost or unaccounted for devices to the NRC TPM and/or NMED contractor. This information shall be provided either electronically (e-mail, flat file, etc.) or by hard-copy printout, within 5 business days of the end of the monthly period unless a time extension is approved by the NRC TPM.

## 6.6 Update OCFO with fee data

On a basis concurrent with the generation of registration request forms, the contractor shall provide name, billing or mailing address information, and fee information for registration general licensees. This information shall be provided electronically (e-mail, flat file, etc.) to the NRC TPM and/or the Office of the Chief Financial Officer (OCFO). Only information for those general licensees being sent a registration request form is required to be provided.

# 7 **MEETINGS AND TRAVEL**

The contractor shall plan for two individuals to attend bi-monthly meetings with the NRC TPM at the contractor's facility or NRC Headquarters office in Rockville, MD, to discuss project performance and progress. The contractor must receive prior approval from the NRC TPM for all travel. No foreign travel is expected or required during the duration of this contract.

The contractor also shall plan for one individual to retrieve and deliver documents as necessary to the NRC TPM at the NRC Headquarters office in Rockville, MD.



## **8 NRC-FURNISHED MATERIALS**

The NRC shall provide the contractor with:

- applicable 10 CFR Parts 31 and 32  
(available at <http://www.nrc.gov/reading-rm/doc-collections/cfr/>);
- Management Directives 12.3 and 12.6;
- FAR Part 24 (available at <http://www.arnet.gov/far/>);
- a draft sample registration request (available at <http://www.nrc.gov/reading-rm/doc-collections/forms/nrc664.pdf>);
- a list of Agreement States to assist in identifying those general licensees not under NRC jurisdiction (<http://www.hsrdo.ornl.gov/nrc/rulemaking.htm>);
- necessary updates to the U.S. Postal Service City/State files;
- access to NSSDR for the team leader and training on the use of NSSDR and NRC's website for Sealed Source/Device (SSD) certificates;
- access to GLTS, training on the use of GLTS, and a copy of the GLTS User's Guide and Operations Manual. Scheduling of training shall be on an availability basis, but the contractor shall be available to attend training within 2 weeks after contract award. All training shall be completed before the initiation of Tasks II or III.; and
- access to ADAMS, training on the use of ADAMS, and a copy of the ADAMS User's Guide and Operations Manual. Scheduling of training shall be on an availability basis, but the contractor shall be available to attend training within 2 weeks after contract award. All training shall be completed before the initiation of Tasks II or III.

## **9 GOVERNMENT-FURNISHED PROPERTY (GFP)**

Off-site activities requiring a direct connection to the GLTS shall require remote connection to the NRC LAN through a WAN (T1) service. In addition, initial and recurring costs associated with installation and maintenance of contractor access to a WAN (T1) service shall be provided by NRC. The GLTS application and data servers shall be housed on-site at the NRC HQ and maintained by NRC.

NRC shall provide the contractor with an Optical Character Recognition For Forms (OCRFF) automation and verification system consisting of two workstations, one for the forms automation (scanning) system and the other for verification.

NRC shall provide the contractor with PCs required to perform the duties of this contract.

NRC shall retain title to all GFP, and all property acquired by the contractor with NRC funds for performing this contract. The GFP shall be used only for performing this contract. Upon

completion of this contract, the contractor shall return to NRC all GFP not consumed in performing this contract.

Other than the services and equipment listed in Section 10 below, the contractor shall be responsible for ensuring all services and equipment necessary to perform the off-site activities are provided.

## **10 CONTRACTOR-ACQUIRED MATERIAL**

The contractor must supply all other IT equipment or software necessary to perform the contract, to include:

### **10.1 Computer Software Procurement**

-1 each, annual maintenance agreement for OCR for Forms software

The contractor shall contact the NRC's Administrative Service Center to arrange for tagging of equipment and software purchased with NRC funds. The NRC shall retain title to all property acquired by the contractor with NRC funds during performance of this contract. Upon completion of this contract, the contractor shall return to NRC all property acquired by the contractor with NRC funds and not consumed during performance of this contract.

## **11 QUALITY ASSURANCE PROCEDURES**

The contractor shall maintain a formal quality assurance program (QAP) that assures the accuracy and completeness of the various tasks. The QAP shall include minimal effort requirements and escalating stages as needed to identify and correct deficiencies and errors. The NRC TPM will review and accept the QAP as applied to this contract.

## **12 PLACE OF PERFORMANCE**

All contractor activities associated with the operation of the GLTS and implementation of the registration program shall be performed off-site at the contractor's place of business, and will generally not require the contractor to be physically located at the NRC Headquarters office in Rockville, MD. Certain activities associated with uploading of data to the GLTS may require contractor staff to work at NRC Headquarters. However, it is expected that this will be limited.

The contractor shall be available for communication with NRC staff any time during normal working hours (Monday through Friday, 8:00 AM - 5:00 PM Eastern Time, except Federal holidays) throughout the duration of the contract. In addition, NRC staff must have access during normal working hours to information in the possession of the contractor applicable to the GLTS and registration program, including hardcopy records and information stored on recordable media, and any NRC-owned or -leased property.

### 13 PERIOD OF PERFORMANCE

The period of performance for this contract shall commence upon award and will expire two years from the effective date of the contract. The term of this contract may be extended at the option of the NRC for one additional year.

### 14 PROJECT OFFICER/ TECHNICAL DIRECTION/GUIDANCE

The Contracting Officer's authorized technical representative hereinafter referred to as the project officer for this order is:

NRC Project Officer Name: Carolyn Boyle  
Address: U.S. Nuclear Regulatory Commission  
NMSS/PMDA/RAST  
Mailstop T8-A23  
Washington, DC 20555-0001  
Telephone Number: (301) 415-7818  
CJB@NRC.gov

- a. Performance of the work under this order 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 order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.

Technical direction must be within the general statement of work stated in the order. 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 order or associated BPA.
2. Constitutes a change as defined in the "Changes" clause of the GSA contract.
3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.

4. Changes any of the expressed terms, conditions, or specifications of the order or associated BPA.

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

c. 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 CO. 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 CO.

d. 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.

e. 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 CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the order or associated BPA accordingly. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

f. 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 order or associated BPA.

g. 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.

h. 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 CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.

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.

The Contracting Officer's authorized technical representative hereinafter referred to as the Technical Project Manager for this order is:

**NRC Technical Project**

Manager Name: David Tiktinsky  
Address: U.S. Nuclear Regulatory Commission  
NMSS/IMNS/MSIB  
Mailstop T9-C24  
Washington, DC 20555-0001  
Telephone Number: (301) 415-6195  
DHT@NRC.gov

- 14.1 The Technical Project Manager may issue technical instructions from time to time during the duration of this task order. Technical instructions must be within the general statement of work stated in the task order and shall not constitute new assignments of work or changes of such nature as to justify and adjustment in cost or period of performance. The contractor shall refer to Section G.17 of the basic task order for further information and guidance on any technical directions issued under this task order.

Any modifications to the scope-of-work, cost or period of performance of this task order must be issued by the Contracting Officer and will be coordinated with the NMSS Project Officer.

**15 SECURITY**

- 15.1 Security/Classification Requirements Form. The attached NRC Form 187 furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
- 15.2 It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the

contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- 15.3 In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- 15.4 Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.
- 15.5 Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- 15.6 Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- 15.7 Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- 15.8 Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

- 15.9 Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
- 15.10 Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- 15.11 In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

## **16 SITE ACCESS BADGE REQUIREMENTS**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the government. The NRC Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper government-issued identification/badge at all times. All prescribed identification must be immediately (no later than 3 days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any government records or data that contractor personnel may come into contact with.

## **17 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES**

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

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

17.1 Contractor Security Requirements for Level I

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

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. **Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the 10 work-day period may be a basis to void the notice of selection.** In that event, the government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SEC/DFS/ADM for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC/DFS review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E.O. 12968.

In accordance with NRCAR 2052.204-70 [<http://www.nrc.gov/who-we-are/contracting/48cfr-ch20.html>] "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section 19 for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or



may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

#### 17.2 Contractor Security Requirements for Level II

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

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the 10 work-day period may be a basis to void the notice of selection. In that event, the government may select another firm for award.

**The contractor shall submit a completed security forms packet (enclosed), including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC/DFS review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.**

In accordance with NRCAR 2052.204-70 [<http://www.nrc.gov/who-we-are/contracting/48cfr-ch20.html>] "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section 19 for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of

agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

## **18 CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

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

## **19 ATTACHMENTS**

- 19.1 Performance Requirement Summary - attachment no. 1
- 19.2 Quality Assurance Surveillance Plan - attachment no. 2
- 19.3 Surveillance Monitoring Form - attachment no. 3
- 19.4 GLTS Users Guide - provided on a CD (Provided earlier.)
- 19.5 Management Directive (MD) 12.6 - provided on a CD (Provided earlier.)
- 19.6 NRC Form 187 and SF-86 - attachment no. 6
- 19.7 ACH VENDOR/MISCHELLANEOUS PAYMENT ENROLLMENT FORM SF-3881 FORM - attachment no. 7.

## **20 BILLING INSTRUCTIONS**

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Management - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

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

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

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

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

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

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. BPA/Contract number and delivery order number.
2. Sequential voucher/invoice number.

3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist			\$3,500.00		\$ 17,500.00
Engineer			\$2,500.00		\$ 2,500.00
Totals:			\$6,000.00		\$ 20,000.00

Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	\$
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration 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 and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions.

**21 FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS"**

FAR 52.232-7 is applicable and hereby incorporated by reference into this order.

**TASK ORDER NO. DR-02-04-12 Attachment No. 1**

**PERFORMANCE REQUIREMENT SUMMARY**

<b>Performance Requirement</b>	<b>Contract Paragraph</b>	<b>Performance Standard</b>	<b>QA Method</b>	<b>Maximum Incentive Fee Payment for Exceeding the AQL</b>
Develop and/or maintain accurate and up to date procedures for GLTS, and demonstrate knowledge and understanding of GLTS	4.1 4.1.1 4.1.2 4.1.3.1	80% of procedures are accurate and up to date at all times, and 100% of staff are knowledgeable in the use of GLTS and of their particular area of responsibility.	Random inspection of GLTS procedures to ensure they are accurate and up to date. Periodic testing of contractor's knowledge of GLTS to include observation of contractor staff using GLTS and possible oral exams.	If the performance standard is exceeded, the contractor shall be rewarded 2.5% of the annual incentive fee pool, which is \$500, for each quarter.
Develop and maintain a quality assurance and control program	4.1.3.2 4.2.6	Quality assurance shall be conducted on data entry in accordance with the contractor's QA Program as accepted by NRC. 100% of entries that are checked should be free of data entry errors. Corrected items must be logged for trending. Identified trends must be acted upon.	Random inspection of entries into GLTS on the QA log. Check that quantity of data checked matches QAP, corrected items, are logged and trends are identified to management for review.	If the performance standard is exceeded, the contractor shall be rewarded 5% of the annual incentive fee pool, which is \$1,000, for each quarter.

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive Fee Payment for Exceeding the AQL
On-Going Routine Report Data Processing	4.2, Task II 4.2.1.1 4.2.1.2 4.2.1.3 4.2.1.4 4.2.1.5 4.2.1.6	90% of transfer, event, inspection, change-of-address, and other reports are entered within 10 days of receipt. Except, that tritium exit sign quarterly reports must be entered within 45 days of receipt.	Inspect 100% of transfer and event reports for timeliness metric. Any problems which may cause the contractor to exceed the 10-day criterion should be brought to the attention of NRC immediately, and identified in the monthly letter status report.	If the performance standard is exceeded, the contractor shall be rewarded 5% of the annual incentive fee pool, which is \$1,000, for each quarter.
Implement the Registration Program - mailing of registrations	4.3, Task III 4.3.1.1 4.3.1.2 4.3.2.1	90% of registrations to be mailed out are mailed to the intended recipients within the schedule set up by the TPM.	Inspect 100% of each registrations sent out to recipients for timeliness metric. Any problems which may cause the contractor to exceed the schedule shall be identified in the monthly letter status report. NRC will consider on a case by case basis whether to exclude the case from the criterion.	If the performance standard is exceeded, the contractor shall be rewarded 5% of the annual incentive fee pool, which is \$1,000, for each quarter.

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive Fee Payment for Exceeding the AQL
Implement the Registration Program - entry of returned registrations	4.3, Task III	90% of completed registrations returned to the contractor are scanned, processed, and uploaded into GLTS, and an acknowledgment letter is sent to the licensee within 15 days of receipt of their registration.	Inspect 100% of each registration updated in the GLTS for timeliness metric. Any problems which may cause the contractor to exceed the 15-day criterion, including RFIs, shall be identified in the monthly letter status report. NRC will consider on a case by case basis whether to exclude the case from the criterion.	If the performance standard is exceeded, the contractor shall be rewarded 7.5% of the annual incentive fee pool, which is \$1,500, for each quarter.



## QUALITY ASSURANCE SURVEILLANCE PLAN Attachment No. 2

### TASK ORDER NO. DR-02-04-12

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. NRC-02-03-012. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

#### A. Purpose of the QASP

1. The QASP is intended to accomplish the following:
  - a. Define the roles and responsibilities of participating government officials;
  - b. Define the types of work to be performed;
  - c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
  - d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
  - e. Describe the process of performance documentation.
1. The contractor has developed a Quality Assurance Program (QAP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated \_\_\_\_\_, to be responsible for implementation of the QAP.

#### A. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. Carolyn Boyle will serve as the NRC Project Officer (PO). David Tiktinsky will serve as the NRC Technical Project Manager (TPM). The NRC TPM will be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary." The TPM will have primary responsibility for completing "Surveillance Monitoring Forms," which will be used to document the inspection and evaluation of the contractor's work performance.
2. \_\_\_\_\_ will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the TPM's assessment of the contractor's performance; and resolving all differences between the TPM's version and the contractor's version.

B. Types of Work Performed

The contractor shall maintain an accurate, reliable, and up-to-date system of records for NRC's general license program to include: 1) develop and/or maintain accurate and up to date procedures for the General License Tracking System (GLTS) and demonstrate knowledge and understanding of GLTS; 2) develop and maintain a quality assurance and control program; 3) provide on-going routine report data processing; and 4) implement the registration program.

C. Methods of Surveillance

The NRC will perform inspections and periodic testing.

D. Quality Assurance Forms and Report

1. The TPM will use the Surveillance Monitoring Form to document and evaluate the contractor's performance under the contract.
2. The TPM will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS).
3. The TPM will substantiate all requirements which the TPM judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.
4. The TPM, through the PO, will forward copies of all completed surveillance monitoring forms to the CO and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

E. Analysis of Surveillance Results

The CO will review each monitoring form prepared by the TPM. When appropriate, the CO may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the TPM's opinions outlined on the forms. The CO will discuss every event receiving a substandard rating with the contractor in order to determine if the performance standard was achieved, not achieved, or exceeded.

**TASK ORDER NO. DR-02-04-12 Attachment No. 3**

**SURVEILLANCE MONITORING FORM**

<b>Contract Requirement</b>	<b>Contract Paragraph</b>	<b>Method of Surveillance</b>	<b>Date Accomplished</b>	<b>Compliance</b>
Develop and/or maintain accurate and up to date procedures for GLTS, and demonstrate knowledge and understanding of GLTS	4.1 4.1.1 4.1.2 4.1.3.1	Random inspection of GLTS procedures to ensure they are accurate and up to date. Periodic testing of contractor's knowledge of GLTS to include observation of contractor staff using GLTS and possible oral exams.		
Develop and maintain a quality assurance and control program	4.1.3.2 4.2.6	Random inspection of entries into GLTS on the QA log. Check that quantity of data checked matches QAP, corrected items, are logged and trends are identified to management for review.		
On-Going Routine Report Data Processing	4.2, Task II 4.2.1.1 4.2.1.2 4.2.1.3 4.2.1.4 4.2.1.5 4.2.1.6	Inspect 100% of transfer and event reports for timeliness metric. Any problems which may cause the contractor to exceed the 10-day criterion should be brought to the attention of NRC immediately, and identified in the monthly letter status report.		

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
Implement the Registration Program - mailing of registrations	4.3, Task III 4.3.1.1 4.3.1.2 4.3.2.1	Inspect 100% of each registrations sent out to recipients for timeliness metric. Any problems which may cause the contractor to exceed the schedule shall be identified in the monthly letter status report. NRC will consider on a case by case basis whether to exclude the case from the criterion.		
Implement the Registration Program - entry of returned registrations	4.3, Task III	Inspect 100% of each registration updated in the GLTS for timeliness metric. Any problems which may cause the contractor to exceed the 15-day criterion, including RFIs, shall be identified in the monthly letter status report. NRC will consider on a case by case basis whether to exclude the case from the criterion.		

NRC FORM 187  
(1-2000)  
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

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

## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY  
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

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

N02-03-012, JCN J547

B. PROJECTED  
START DATE

C. PROJECTED  
COMPLETION DATE

06/18/2003

06/17/2005

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all  
previous submissions)



C. OTHER (Specify)

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

N33-01-182, CLIN 24

DATE

06/17/2003

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

General License Tracking System (GLTS) Implementation and Operation

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



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



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

NOT  
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



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



3. GENERATION OF CLASSIFIED MATTER.



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



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



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY  
PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

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


D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE	SIGNATURE	DATE
William Ward, Technical Project Manager IMNS/NMSS		5/16/2003

#### 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

NRC Management Directive 12.3, "Personnel Security Program"  
NRC Management Directive 12.5, "NRC Automated Information Systems Security Program"  
NRC Management Directive 12.6, "Sensitive Unclassified Information Security Program"

The contractor shall be responsible for handling the general licensees' vendor quarterly and annual reports, which contain company confidential, proprietary, or sensitive unclassified information, and operating the General License Tracking System (GLTS), which is an NRC "System of Records".

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


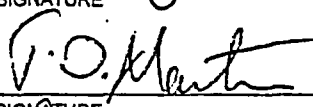
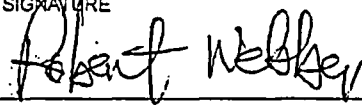
☐ AUTHORIZED CLASSIFIER (Name and Title) ☒ DIVISION OF FACILITIES AND SECURITY

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

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☒ CONTRACTOR (Item 1)  
☒ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

#### 10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Charles L. Miller, Director, IMNS/NMSS		5/16/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Thomas O. Martin, Director, DFS/ADM		5/22/03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Kathryn O. Greene, Director, DC/ADM		5/30/03

REMARKS

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056  
Expiration Date 06/30/93

*ATTACHMENT 7*

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

☐ CCD+

☐ CTX

☐ CTP

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER

(       )

ADDITIONAL INFORMATION:

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

(       )

## FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

(       )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

(       )

### Instructions for Completing SF 3881 Form

1. Agency Information Section — Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section — Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section — Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.