

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 15

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

BPA NO.

1. DATE OF ORDER 12/22/05		2. CONTRACT NO. (if any) GS35F4524G		6. SHIP TO:	
3. ORDER NO. DR-02-06-005		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Joel Bristor/Paul Goldberg	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Mail Stop: Joel Bristor T8A23 Paul Goldberg T8F3	
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR OAO CORPORATION				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 7375 EXECUTIVE PLACE				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.	
d. CITY SEABROOK		e. STATE MD		f. ZIP CODE 207062278	
9. ACCOUNTING AND APPROPRIATION DATA 650-15-34C-163 J5538 252A 31X0200 OBLIGATE: 2,320,000.00				10. REQUISITIONING OFFICE NMS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/22/05 - 12/31/07	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall perform the work described in the attached Performance Based Statement of Work (PBSOW) dated October 26, 2005 for "SafeSource II" in accordance with the terms and conditions of this delivery order and GSA Contract No. GS35F4524G. The U.S. Nuclear Regulatory Commission hereby accepts and incorporates into this delivery order by reference OAO Corporation's final technical proposal dated 12/01/05, except where it may be interpreted or viewed as inconsistent with or contrary to the PBSOW.</p> <p>The period of performance of this order is December 22, 2005 through December 31, 2007 with optional work within the base period, and three optional years with optional work within each year.</p> <p>The amount of \$2,320,000 is obligated at the time of award.</p> <p>Project Officers: Joel Bristor &amp; Paul Goldberg</p> <p>DUNS: 074830209</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2						
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-02-06-005)						
	c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$6,085,671.92	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Valerie M. Whipple  
Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(i)

SISP REVIEW COMPLETE

ADMOO2

List of Attachments

1. Schedule of Prices dated December 22, 2005
2. NRC 287 entitled "Contract Security and/or Classification Requirements"
3. Billing Instructions for Labor Hour Type Contracts
4. Billing Instructions for Fixed Price Type Contracts
5. Performance Based Statement of Work (and Appendices)

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

WM Pastorek  
Name

12/22/05  
Date

Title Contracts Manager

**A. SEAT BELTS**

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

**B. CONSIDERATION AND OBLIGATION**

- (1) The total estimated amount of this order (ceiling) is **\$6,085,671.92**, which is comprised of Tasks 1, 3.1, 4.1.1 and 5.1, as follows:

**Base Period**

Task 1	\$3,108,908.00
Task 3.1	\$2,080,631.77
Task 4.1.1	\$ 308,673.92
Task 5.1	<u>\$ 587,458.23</u>
	<b>\$6,085,671.92</b>

- (2) In the event that the Government exercises optional work pursuant to FAR Clause 52.217-8 and FAR Clause 52.217-9 incorporated in this delivery order, the total estimated amount of this order will increase as follows:

**Optional Work under the Base Period**

Optional Task 2	\$1,697,201.14
Optional Task 4.2.1	\$ 295,107.64

**Optional Work under Option Period 1**

Optional Task 3.2.	\$ 846,037.87
Optional Task 4.1.2	\$ 457,529.24
Optional Task 4.2.2	\$ 252,623.84
Optional Task 5.2	\$ 701,290.61

**Optional Work under Option Period 2**

Optional Task 3.3	\$1,119,117.38
Optional Task 4.1.3	\$ 478,590.40
Optional Task 4.2.3	\$ 259,624.24
Optional Task 5.3	\$ 722,945.70

**Optional Work under Option Period 3**

Optional Task 3.4	\$ 889,623.77
Optional Task 4.1.4	\$ 493,430.40
Optional Task 4.2.4	\$ 266,488.08
Optional Task 5.4	\$ 745,292.73

- (4) The amount presently obligated with respect to this order is **\$2,320,000.00**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.
- (5) It is estimated that the amount currently allotted will cover performance of the effort through February 28, 2005.

**C. TYPE OF DELIVERY ORDER**

Tasks 1, 2, 4, and 5 are time and material with a fixed ceiling and Task 3 is firm fixed price, as illustrated below:

<b><u>Base Period</u></b>	<b><u>Delivery Order Type</u></b>
Task 1	Time & materials with a fixed ceiling
Optional Task 2	Time & materials with a fixed ceiling
Task 3.1	Firm Fixed Price
Task 4.1.1	Time & materials with a fixed ceiling
Optional Task 4.2.1	Time & materials with a fixed ceiling
Task 5.1	Time & materials with a fixed ceiling

**Option Period 1**

Task 3.2	Firm Fixed Price
Task 4.1.2	Time & materials with a fixed ceiling
Optional Task 4.2.2	Time & materials with a fixed ceiling
Task 5.2	Time & materials with a fixed ceiling

**Option Period 1**

Task 3.3	Firm Fixed Price
Task 4.1.3	Time & materials with a fixed ceiling
Optional Task 4.2.3	Time & materials with a fixed ceiling
Task 5.3	Time & materials with a fixed ceiling

**Option Period 1**

Task 3.4	Firm Fixed Price
Task 4.1.4	Time & materials with a fixed ceiling
Optional Task 4.2.4	Time & materials with a fixed ceiling
Task 5.4	Time & materials with a fixed ceiling

**D. PERIOD OF PERFORMANCE**

The period of performance of this order shall be December 22, 2005 through December 31, 2007, with options within the Base Period and options within each of the three option years, as illustrated below:

**BASE PERIOD (12/22/05 – 12/31/07)**

Task 1 - Establish Initial NSTS	12/22/05 - 12/31/07
Task 3.1 - Operational Support for the NSTS and WBL	07/01/06 - 12/31/07
Task 4.1.1 - NSTS Maintenance	05/01/07 - 12/31/07
Task 5.1 - NSTS User Support	01/01/07 - 12/31/07

**OPTIONAL WORK UNDER THE BASE PERIOD**

Optional Task 2 - Enhance NSTS	06/27/07 - 09/30/08
Optional Task 4.2.1 - WBL Maintenance	10/01/06 - 12/31/07

**OPTIONAL WORK UNDER OPTION PERIOD 1 (01/01/08 - 12/31/08)**

Optional Task 3.2 – Operational Support for the NSTS and WBL	01/01/08 - 12/31/08
Optional Task 4.1.2 – NSTS Maintenance	01/01/08 - 12/31/08
Optional Task 4.2.2 – WBL Maintenance	01/01/08 - 12/31/08
Optional Task 5.2 - NSTS User Support	01/01/08 - 12/31/08

**OPTIONAL WORK UNDER OPTION PERIOD 2 (01/01/09 - 12/31/09)**

Optional Task 3.3 - Operational Support for the NSTS and WBL	01/01/09 - 12/31/09
Optional Task 4.1.3 – NSTS Maintenance	01/01/09 - 12/31/09
Optional Task 4.2.3 – WBL Maintenance	01/01/09 - 12/31/09
Optional Task 5.3 - NSTS User Support	01/01/09 - 12/31/09

**OPTIONAL WORK UNDER OPTION PERIOD 3 (01/10/10 - 12/31/10)**

Optional Task 3.4 - Operational Support for the NSTS and WBL	01/01/10 - 12/31/10
Optional Task 4.1.4 – NSTS Maintenance	01/01/10 - 12/31/10
Optional Task 4.2.4 – WBL Maintenance	01/01/10 - 12/31/10
Optional Task 5.4 - NSTS User Support	01/01/10 - 12/31/10

**E. CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)**

- (a) The Government may extend the term of this delivery order by written notice to the delivery order or within 60 days of the expiration date of the delivery order; provided that the Government gives the delivery order or a preliminary written notice of its intent to extend at least 15 days before the delivery order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended delivery order shall be considered to include this option clause.
- (c) The total duration for this delivery order, including the exercise of any options under this clause, shall not exceed **December 31, 2010**.

**F. CLAUSES INCORPORATED BY REFERENCE**

- 1. FAR 52-217-8, "Option to Extend Services."
- 2. FAR 52.232-7, "Payments under Time-and-Materials and Labor-hour Contracts."
- 3. FAR 52.232-1, "Payments."
- 4. FAR 52.232-19, "Availability of funds for the Next Fiscal Year."
- 5. FAR 52.232-18, "Availability of Funds."
- 6. FAR 52.243-3, "Changes -- Time-and-Materials or Labor-Hours."
- 7. FAR 52.243-1, "Changes -- Fixed Price."

**G. KEY PERSONNEL (JAN 1993)**

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

<u>Name</u>	<u>Title</u>
Ventrese Stanford, Ph.D.	Project Manager
David Libke	Principal Information Engineer
William Ismael	Principal Information Engineer
Tammy Hoover	Senior Functional Analyst
Michael Chapiro	Principal Systems Analyst

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

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

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

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

#### H. PROJECT OFFICER

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

Project Officer: Joel Bristor  
NMSS/PMDA/ITBPB  
T8A23  
301-415-8037  
JSB1@NRC.GOV

Alternate Project Officer: Paul Goldberg  
NMSS/PMDA/RASB  
T8F3  
301-415-7842  
PFG@NRC.GOV

- (a) Performance of the work under this delivery 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 delivery order or 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 Performance Based Statement of Work (PBSOW) or changes to specific travel identified in the PBSOW), fills in details, or otherwise serves to accomplish the contractual PBSOW.
  - (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 delivery order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the delivery order.

- (b) Technical direction must be within the general performance based statement of work stated in the delivery 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 delivery order.
  - (2) Constitutes a change as defined in the "Changes" clause of this delivery order.
  - (3) In any way causes an increase or decrease in the total estimated delivery order cost, the fixed fee, if any, or the time required for delivery order performance.
  - (4) Changes any of the expressed terms, conditions, or specifications of the delivery order.
  - (5) Terminates the delivery order, settles any claim or dispute arising under the delivery 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 contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (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 contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the delivery order accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate delivery order modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (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 delivery order.
- (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 contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this delivery order.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(End of Clause)

## **I. SECURITY REQUIREMENTS**

### **I.1. SECURITY**

- (a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 furnishes the basis for providing security and classification requirements to prime Contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.
- (b) It is the Contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against



sabotage, espionage, loss, and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the Contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- (c) In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The Contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The Contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The Contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

- (h) **Definition of Safeguards Information.** Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.
- (i) **Security Clearance.** The Contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The Contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
- (k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (l) **In performing the contract work,** the Contractor shall classify all documents, material, and equipment originated or generated by the Contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the Contractor.

#### **I.2. Information Technology Access Approval**

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.

#### **I.3. Security Requirements for Level I**

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

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

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

In accordance with NRCAR 2052.204-70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

#### **I.4. Security Requirements for Level II**

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

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

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

In accordance with NRCAR 2052.204-70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

**I.5. Cancellation or Termination of IT Access**

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

**I.6. Badge Requirements for Unescorted Building Access to NRC Facilities**

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

**I.7. Security Requirements for Building Access Approval**

The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the Contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A Contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

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. Individuals performing work under this contract shall be required to complete and submit to the Contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency.

This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176.

Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract.

The Contractor is responsible for informing those affected by this procedure of the required building access approval process (e.g., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The Contractor will immediately notify the Project Officer when a Contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a Contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

#### **J. Government Furnished Equipment**

The NRC will be responsible for the following resources related to performance of work described within this PBSOW:

- providing support needed within the NRC and DOE to cooperate with Contractor efforts to establish connectivity to Contractor and Application Service Provider sites;
- providing Contractor access for installing any client components of the NSTS software on NRC desktops;
- providing space at NRC sites to conduct NSTS training sessions for NRC staff (the Contractor shall propose costs for hosting licensee workshops and training sessions);
- providing broadband access to Rational Suite licenses (limited to use of RequisitePro, Rose, ClearQuest, and SoDA).; and

- providing licenses to Rational TestManager, Robot, ManualTest, RequisitePro, and Rose for use at the Contractor site.

The Contractor shall provide all necessary information (e.g., hosting site communications specifications, communications line capacity requirements, desktop software installation procedures, and training room requirements) and support that is requested by the NRC in order to furnish these resources for activities to be conducted within NRC facilities.

The Contractor shall provide and pay recurring costs for all leased lines or telecommunications infrastructure (e.g., VPN appliances) required to connect NRC and DOE facilities to the ASP or other sites included in the SafeSource infrastructure, including any dedicated lines or telecommunications infrastructure required for user support and software maintenance activities.

Development servers and any additional software required will also be considered "government furnished equipment" even though the NRC will authorize the Contractor to procure such hardware and software components on behalf of the government. The NRC further expects that the operational support task ASP support will provide leasing of licenses for the Oracle database and application server software. However, if the proposed technical approach requires NRC purchase of any Oracle product licenses, the Contract shall explicitly state this and include detailed product specifications with the proposal.

The NRC will tag and maintain property control of this equipment and the Contractor is expected to notify the government within 48 hours after any equipment is received at the Contractor's site or moved to another facility so that government staff can conduct inventory control, tracking, and monitoring activities. In addition, the Contractor shall notify the government within 24 hours if the equipment is lost or sustains damage.

The Contractor shall provide detailed specifications on any Oracle software products required to support their technical approach. The NRC is specifically required to procure all Oracle products through a government wide program. After procurement, these products would be provided to the Contractor for use on the SafeSource Phase II project.