

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO. NRC-33-05-339	1. CONTRACT ID CODE	PAGE 1	OF PAGE 7
2. AMENDMENT/MODIFICATION NO. M003		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. dtd 11/02/05 NSR-06-138	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Contract Management Branch No. 3 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555		CODE 3100	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PROJECT PERFORMANCE CORPORATION ATTN: PETER DIERBECK DIRECTOR OF CONTRACTS 1760 OLD MEADOW RD FL 4 MC LEAN VA 221022433			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0068J NRC-33-05-339-001		
			X	10B. DATED (SEE ITEM 13) 07-13-2005		
CODE			FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 611-15-11C-398 R1138 252A 31X0200.611
OBLIGATE: \$70,094.90

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) BILATERAL; CHANGES CLAUSE Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See pages 2 - 7 for a detailed description of this modification

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Dierbeck / Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber Contracting Officer	
15B. CONTRACTOR/OFFEROR Peter Dierbeck (Signature of person authorized to sign)	15C. DATE SIGNED 2/2/06	16B. UNITED STATES OF AMERICA [Signature] BY (Signature of Contracting Officer)	16C. DATE SIGNED 1/23/06

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The purpose of this modification to:

- (1). Increase the level of effort of the order by 450 labor hours, from 3,150 to 3,600 labor hours, to revise Tasks 12 and 13 of the Statement of Work (SOW) to allow for contractor support to define NRC user requirements for classified document management and network capabilities, examine the requirements for the classified SLES network and system functionality, and produce inputs to the SLES vision and to support a classified business case. As a result, the contract ceiling is increased by \$70,094.90*, from \$439,449.29 to \$509,544.19.

**Reference is made to your proposal dated 12/12/2005 in response to this effort.*

- (2). Provide funding in the amount of \$70,094.90, thereby increasing the obligated amount of the order from \$424,999.86 to \$495,094.76.

Accordingly, the subject task order is modified as follows:

1. Task 12, "Provide Data for Alternatives Analysis", of the SOW is hereby REVISED to add the last paragraph, and is hereby REPLACED entirely with the following in lieu thereof:

"12. Provide Data for Alternatives Analysis

The contractor shall provide appropriate information to support an alternative analysis of the Business Case including:

- Resources required to install and maintain the architecture;
- Cost summaries for initial investment (Staff, Software, Hardware, Installation/Test, etc.);
- Recurring cost summaries (Staff, License Maintenance, Upgrades, Support, etc.)
- Tangible and non-tangible benefits (where non-tangible benefits can be expressed in terms of improved mission performance, improved decision making, more reliable or useful information, etc.);
- Risk level (in such areas as Schedule, Cost, Feasibility, Reliability, Security, etc.); and
- Technologies used.

This information will be included in the SLES Business Case.

The contractor shall develop for the classified SLES network the set of user requirements which will be used as input to the classified system requirements specification for processing classified documents. The contractor shall survey NRC users of classified information and modify the SLES vision statement to include classified requirements."

2. Task 13, "Define Classified Network Architecture", of the SOW is REVISED to add the last paragraph, and is hereby REPLACED entirely with the following in lieu thereof:

"13. Define Classified Network Architecture

Having designed and piloted a secure network architecture supporting SGI information, contractor shall define a secure network architecture for SLES that will support classified records. The classified information network will not be piloted and will not require as deep of an analysis. Contractor shall produce a rendering of the proposed classified information architecture with graphics and text to communicate it to appropriate NRC stakeholders as well as providing an estimation of cost for said architecture.

The contractor shall develop for the classified SLES network the set of technical requirements (based on the functional requirements developed in Task 12), which will then be used as input to support the classified business case."

3. The delivery schedule in the SOW is hereby REVISED to add the following deliverables (Item Nos. 12 - 15):

"Deliverables and Delivery Schedule ...

Item No.	Deliverable Description	Estimated Deliverable Due Dates
12	<i>Draft Survey of classified users</i>	<i>2 weeks after award of Mod. No. 3</i>
13	<i>Draft Edits to Vision</i>	<i>3 weeks after award of Mod. No. 3</i>
14	<i>Draft classified system requirements</i>	<i>4 weeks after award of Mod. No. 3</i>
15	<i>Draft Input to Classified Business Case</i>	<i>6 weeks after award of Mod. No. 3</i>

Final deliverables shall be due two weeks after receipt of NRC comments."

4. The task order's original Attachment #1, SCHEDULE, is REVISED to add 450 labor hours for this effort and is hereby REPLACED entirely with Enclosure 1.
5. The task order's original Attachment #3, NRC Form 187, is REVISED to add classified requirements, and is hereby REPLACED entirely with Enclosure 2.

6. Section A.3 CONSIDERATION AND OBLIGATION is DELETED entirely and REPLACED with the following:

"A.3 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$509,544.19.

(b) The amount presently obligated with respect to this contract is \$495,094.76. 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."

7. Under the TASK ORDER TERMS AND CONDITIONS section, ADD the following clauses:

**"A.11 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION
(FEB 2004)**

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (Attachment #3). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, 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 Single Scope Background Investigation(SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

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 submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." 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 investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204.70 cleared contractors shall be subject to the attached NRC Form 187 (Attachment #3) 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 classified information; 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.

A.12 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)

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 (i.e., 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."

The following is a summary of NRC obligations from the date of award through the date of this action:

Total FY 2005 obligations.....	\$ 424,999.86
Total FY 2006 obligations.....	\$ 70,094.90
Cumulative Total of NRC Obligations.....	\$ 495,094.76

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This modification obligates FY-2006 funds in the amount of **\$70,094.90**.