

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. CONTRACT NO. DR-09-05-342		3. AWARD/EFFECTIVE DATE		4. ORDER NO. DR-09-05-342		5. SOLICITATION NO.		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME		9. TELEPHONE NO. (No Collect Calls)		10. OFFER DUE DATE/LOCAL TIME			

11. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: CMB2 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 541611 SIZE STANDARD: 8(A)	
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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
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5. DELIVER TO U.S. Nuclear Regulatory Commission OCFO Ben Ficks Mail Stop T-9-D-28 Washington DC 20555		CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	
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7a. CONTRACTOR/OFFEROR FOCALPOINT CONSULTING GROUP 2311 HENSLOWE DR POTOMAC MD 208542951 TELEPHONE NO. 301-545-6178		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: DR-09-05-342 Washington DC 20555		CODE 3100	
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Duns No.: 129307158  The contractor shall provide services to the Nuclear Regulatory Commission (NRC) per your technical and price proposal, in accordance with the attached Statement of Work and all terms and conditions attached to this order.  Project Entitled "DPBA Standards and Work Planning Project" NRC Project Officer: Ben Ficks, 301-415-7326  FocalPoint Contact: Lan Tran, 301-545-6178 lan.tran@focalpointcg.com  (Use Reverse and/or Attach Additional Sheets as Necessary)				
					<b>SUBTOTAL</b>

ACCOUNTING AND APPROPRIATION DATA 57N-15-5H1352 N7180 252A 31x0200 Obligate \$34,000.00					26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
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CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>Quote</u> OFFER DATED <u>9/28/2005</u> <input checked="" type="checkbox"/> 5. INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				
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1. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool		31c. DATE SIGNED 9/29/05	
2. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.1 CONSIDERATION AND OBLIGATION--MIXED CONTRACT TYPE

(a) The total estimated cost to the Government under this contract is \$35,375.00. The firm fixed price of CLIN 1 is \$18,279.00. Option 1A and 1B are hereby exercised. The not-to-exceed amount for CLIN 2A is \$8,549, and not-to-exceed amount for CLIN 2B is \$8,549.

(b) The total obligation with respect to this contract is \$34,000.00. The amount obligated by the Government with respect to CLIN 1 is \$18,279.00; with respect to CLIN 2A is \$8,548.00; and with respect to CLIN 2B is \$7,173.00. 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 is done so at the Contractor's sole risk.

### A.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on October 1, 2005 and will expire December 31, 2005. <sup>2006</sup>

### A.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984

**A.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (JUL 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (iii) Alternate II (OCT 1998) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☐ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or

for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **A.5 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

52.213-3

NOTICE TO SUPPLIER

APR 1984

#### **A.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### **A.7 2052.204.70 SECURITY (MAR 2004)**

(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 MD 12.1, "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 (See List of Attachments) 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 (e.g., Safeguards), 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, 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 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.

#### **A.8 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)**

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.

**A.10 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

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

#### **A.11 PROJECT OFFICER AUTHORITY (FEB 2004)**

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

Name: Ben Ficks

Address: 11555 Rockville Pike  
Mailstop T-9-D-28  
Washington, DC 20555

Telephone Number: 301-415-7326

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements. (2) Assist the contractor in the resolution of technical problems encountered during performance.

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

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

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

(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.

## **A.12 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20**

### **A.13 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.14 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.15 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)

STATEMENT OF WORK  
UPDATED September 27, 2005

**DPBA STANDARDS AND WORK PLANNING PROJECT**

**1. INTRODUCTION**

**1.1 Background**

The US Nuclear Regulatory Commission (NRC), Office of the Chief Financial Officer (OCFO), Division of Planning, Budget and Analysis (DPBA) is responsible for: managing the agency's Planning, Budgeting and Performance Management (PBPM) process; providing agency senior management with independent analyses of policy, program, and resource issues; managing the strategic planning, budget formulation, and resources/performance management process; developing and maintaining policies, procedures, and operations to formulate and implement the approved NRC budget; developing and administering NRC authorization and appropriation legislation; developing and maintaining financial systems for planning and funds control; overseeing the agency's administrative control of funds; approving and issuing allowances and financial plans; and maintaining liaison with OMB, and congressional committees as directed.

DPBA is organized into five teams, which carry out the above responsibilities: Planning Team (PT), Program Analysis Team I (PAT I), Program Analysis Team II (PAT II), Budget Policy and Operations Team (BPOT), and Funds Control Team (FCT). The following is a break-out of responsibilities by team:

**PT:** Coordinates the NRC's planning, measuring and monitoring, and assessing components of the PBPM process. This activity includes preparation of the NRC's strategic plan, performance plan and performance report, for submission to OMB and Congress and recommendations pertaining to the conduct of performance evaluations. Coordinates with appropriate NRC organizations to ensure a smooth transition between planning and budgeting activities. Maintains liaison with OMB and other agencies on strategic planning, performance measurement and related matters.

**PAT I:** Identifies and analyzes NRC policy, program and resource issues associated with the Nuclear Reactor Safety program. On the basis of these analyses, develops and recommends options to the CFO, EDO, office directors, regional administrators, and the Chairman and Commission. Maintains awareness of agency programs sufficient to develop independent views and recommendations for the CFO. Conducts agencywide review and analysis of planning, budget formulation, and the resource/performance management process. Evaluates the use of resources (funds and staff) against program plans; reviews resource allocations and reprogramming actions. Provides programmatic training and support to the Divisions of Financial Services and Financial Management for budget and reporting. Performs special studies for the CFO and Commission.

**PAT II:** Identifies and analyzes NRC policy, program and resource issues associated with the Nuclear Materials and Waste Safety program and Management and Support function. On the basis of these analyses, develops and recommends options to the CFO, EDO, office directors,

regional administrators, and the Chairman and Commission. Maintains awareness of agency programs sufficient to develop independent views and recommendations for the CFO. Conducts agencywide review and analysis of planning, budget formulation, and the resource management process. Evaluates the use of resources (funds and staff) against program plans; reviews resource allocations and reprogramming actions. Provides programmatic training and support to the Divisions of Financial Services and Financial Management for budget and reporting. Performs special studies for the CFO and Commission.

**BPOT:** Coordinates the budget component of the PBPM process; coordinates with appropriate NRC organizations to ensure a smooth transition between planning and budgeting activities. Prepares and coordinates resource information required by OMB circulars and bulletins and prepares budget reports to Congress. Develops authorization and appropriation legislation and maintains history and status of all NRC authorization and appropriation legislation. Defines requirements for and oversees the implementation of NRC's budget formulation system. Maintains operational responsibility for the system, ensuring that it meets established requirements for Federal financial systems. Documents decisions to control resource allocations during the budget formulation process. Determines NRC funding requirements for salaries and benefits. Maintains liaison with OMB and other agencies on budget formulation and related matters. Develops and maintains the program structure and associated definitions for budget and reporting, including formulating policy and standards, serving as the focal point for changes, and issuing the B&R Guide. Coordinates activities with the Division of Financial Management, Division of Financial Services, and appropriate offices. Prepares the Information Digest.

**FCT:** Formulates policies, standards (including skill and training requirements), and procedures for the administrative control of appropriated and non-appropriated funds. Manages the agency allowance and financial plan process. Defines requirements for and oversees implementation of NRC's allowance and financial system. Maintains operational responsibility for the system, ensuring that it meets established requirements prescribed for Federal financial systems. Monitors the administrative control of funds by the various NRC allowance holders. Provides guidance and advice on funds control to offices. Prepares apportionment or reapportionment requests for submission to OMB. Prepares the quarterly Base Table Report and budget reprogramming request on NRC's funding for the current fiscal year to be submitted for congressional review and approval. Prepares periodic reports on NRC's financial performance.

A recent assessment<sup>1</sup> conducted by an independent consultant of the DPBA work environment indicated that DPBA needed to develop a work tracking system and uniform standards for all major work processes and products within the Division. To address the work tracking need, DPBA implemented in February 2005 a DPBA Action Tracking system in quattro pro, which is maintained by a Contract Secretary. DPBA has identified the major processes that require uniform standards and a draft standards template. DPBA requires contract assistance in refining the template and populating it for selected DPBA processes to create these standards.

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<sup>1</sup>Assessing OCFO Actions to Address IG Survey, was conducted by Mindful Leadership Solutions and presented on December 8, 2004.

DPBA management is seeking contractor assistance, as contractor support was critical to the success of the Budget Staff of the Department of Justice, a best practice example.

## **1.2 Scope**

The NRC intends to develop uniform standards for all major work processes within the Division. These processes are specified in Attachment 1. The NRC requires contractor support for phase 1 of this project, which is to develop a template using one process and to exercise options to complete for up to eight (8) other processes on a per option basis.

## **1.3 Objective**

The objective of this project is to produce a standard template for the Division and to populate that standard template using one process and for up to 8 additional processes on a per process optional basis. The template will be approximately 6-8 pages long and cover expectations, roles and responsibilities, business process flow using graphical depiction, cycle times, performance measures (quantity, timeliness, and quality measures), business issues (if any), and milestones. The processes to be documented are anticipated to be those specified in column two of the list of major processes and products for the Division in Attachment 1. The final processes selected, however, may vary depending on direction by the Project Manager. Priority will be given to those processes which have direction linkage to OMB Circular A-123 Internal Control Appendix I. These processes include: (1) Budget and Execution Report; (2) MAX; (3) Administrative Control of Funds; (4) Salaries and Benefits; (5) Budget and Reporting; (6) Control Numbers; (7) Performance Measures; (8) Budget Books; and (9) Commission Paper Review.

## **2. STATEMENT OF WORK**

### **2.1 Develop Project Plan**

The Contractor shall participate in a kick-off meeting with the Project Manager (PM) and other NRC representatives no later than five (5) business days after the initiation of the task order or as otherwise agreed to by the Project Manager. The purpose of the meeting is to discuss NRC's goals for the project and to provide information to the Contractor in sufficient detail to develop an initial Project Management Plan. The plan shall include all milestones, target completion dates, and resources to complete the scope and objectives outlined in this statement of work (SOW). The plan shall be provided no later than ten (10) business days after the kick-off meeting or as otherwise agreed to by the Project Manager.

**Deliverable:** DPBA Standards and Work Planning Project Project Management Plan

### **2.2 Develop Final Draft Template Using One Process as a Model**



The Contractor shall evaluate best practice materials available to them to develop a template for documenting the expectations, roles and responsibilities, business process flows, cycle times, business issues, performance measures, and milestones for up to nine of DPBA's major processes and products specified in Attachment 1. The Contractor shall hold a facilitated session to gather the data required to populate the proposed template with the Budget and Execution Report process from Attachment 1. The template shall be provided no later than (20) business days after the kick-off meeting or as otherwise agreed to by the Project Manager. The Project Manager shall provide feedback by no later than (22) business days after the kick-off meeting or as otherwise agreed to by the Project Manager.

**Deliverable:** Final Draft Master Template

### **2.3 Develop Final Template**

The Contractor shall analyze feedback from the Project Manager (PM) to develop the final template. The template shall be provided no later than (27) business days after the kick-off meeting or as otherwise agreed to by the Project Manager.

**Deliverable:** Final Template

### **2.5 Compile Templates into a Final Business Operations Manual for DPBA**

Contractor shall compile all completed templates into a final business operations manual. The manual shall be targeted for use by all DPBA staff and managers, shall be organized by Teams, and shall include a table of contents and appendix of key example materials. The manual should also include an executive summary that can be used to brief Senior CFO management. These final deliverables shall be completed no later than (57) working days from the kick-off meeting or as otherwise agreed to by the Project Manager. This manual should be easy to update with additional processes if they are completed in a later project.

**Deliverable:** Final Business Operations Manual for DPBA.

### **2.6 Options**

#### **OPTION 1 - COMPLETION OF UP TO EIGHT ADDITIONAL PROCESSES ON A PER PROCESS BASIS**

This option is for the contractor to complete documentation of up to eight additional processes on a per process basis from the processes within the Division using the same approach described above. The time line for completing this work would be determined by the Project Manager. The remaining processes will likely include: MAX; Administrative Control of Funds;

Salaries and Benefits; Budget and Reporting; Control Numbers; Performance Measures; Budget Books, and Commission Paper Review, but the final selection of processes will be determined by the Project Manager.

**Deliverable: Documentation of selected processes.**

## **OPTION 2 - RE-ENGINEERING OF ONE PROCESSES ON A PER PROCESS BASIS**

This option is for the contractor to complete a re-engineering assessment of one selected process from one of the processes completed already under Section 2.2 or 2.6 above on a per process basis. The time line for completing this work would be determined by the Project Manager. **Deliverable: Re-engineering assessment of selected processes.**

## **OPTION 3 - COMPLETION OF BUSINESS DOCUMENTATION MANUAL FOR THE DIVISION**

This option is for the contractor to complete a business documentation manual for the Division's processes, including an analysis and summary of performance measures for those processes. The time line for completing this work would be determined by the Project Manager. **Deliverable: Business Documentation Manual.**

### **3. NRC RESPONSIBILITIES**

The OCFO will coordinate any meetings or interviews necessary for the contractor to complete the gathering of data required to complete templates.

The OCFO will, upon request, provide the Contractor with any and all materials documenting current processes, requirements and access to subject matter experts, as necessary. OCFO is responsible for resolving internal issues that affect the project.

The NRC will provide any temporary office space, equipment, office supplies, or software for contractor personnel as needed required for performance of the tasks in the Statement of Work.

The place of performance is the NRC headquarters building in Rockville, Maryland.

The NRC Project shall review and approve or request changes to deliverables within ten (10) workdays of receipt unless otherwise specified. All final deliverable products will be approved in writing by the Project Manager, or a designated representative.

#### **4. COMPLETION CRITERIA**

The Contractor shall finalize all deliverables resulting from each task described in section 2 above. Any additional revisions shall be incorporated, as appropriate. All specified deliverables shall be provided in final and shall be thorough and complete. See Section 5, Schedule of Deliverables.

Tasks are not considered complete until all applicable open issues have been resolved and all specified deliverables approved.

All deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and financial terms shall be clearly defined to be understood by all readers. Final deliverables should be transmitted to the NRC Project Manager in hard copy and electronic form. Project plans should be developed using MS Project software. Electronic format for all deliverables shall be provided using tools commonly used in industry/government. All major work deliverables are considered complete upon receipt and final review and approval by the NRC Project Manager.

#### **5. Reporting Requirements**

##### **Status Report**

The Contractor shall provide a bi-weekly Status Report to the Project Manager, with a copy to the Contracting Officer. The report is due within 5 workdays after the end of the reporting period and must identify the title of the project, the contract/order number, appropriate financial tracking code (Job Code) specified by the NRC Project Manager, the order period of performance, and the period covered by the report. Each report shall include the following for each discrete task/order:

- 1.1 A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- 1.2 Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact;
- 1.3 A summary of progress to date;
- 1.4 Plans for the next reporting period;
- 1.5 Total estimated task order amount;
- 1.6 Total funds obligated to-date;
- 1.7 Total costs incurred this reporting period;

- 1.8 Total costs incurred to-date;
- 1.9 Balance of obligations remaining; and
- 1.10 Balance of funds required to complete the task order.

Notwithstanding this requirement, the contractor shall immediately inform the Project Manager of any issues that arise that will have a significant impact on the project.

## **6. SCHEDULE OF DELIVERABLES**

Deliverables are scheduled for completion as follows, or as otherwise agreed to by the Project Manager:

<b>Id</b>	<b>Name</b>	<b>Type</b>	<b>Due Date</b>
2.1	Project Plan	Draft	Project Start (PS) + 10 workdays
2.2	Final Draft Template	Draft	PS + 20 workdays
2.3	Final Template	Final	PS + 27 workdays
2.4	Completed Templates for Phase 1 Items	Draft	PS + 47 workdays
2.5	Business Operations Manual for DPBA	Final	PS + 57 workdays
2.6	Bi-weekly Status Reports	Final	bi-weekly + 5 workdays

## **7. PERSONNEL**

The use of qualified personnel for the key positions on this project is considered essential to its success. At a minimum, key personnel shall include the Contractor's Project Manager, who is responsible for overseeing or performing the actual work, and the Senior Analyst.

Key personnel must possess demonstrated analytical skills and experience to perform business process engineering documentation and improvement analysis. Knowledge of Federal Performance Budget and Execution activities and Federal regulations covering these activities is desired. Key positions may not be reassigned or changed without prior approval of the NRC PM.

## **9. PLACE OF PERFORMANCE**

The work for this contract shall be performed at the Contractor's premises and/or on-site at the NRC Headquarters at 11545 Rockville Pike, Rockville, MD in the Two White Flint North building. The Contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements.

All work conducted on NRC premises shall be accomplished during the normal NRC business week, which is 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Federal holidays.

## **10. SECURITY**

For those individuals who may be attending meetings, security level NRC ADP II access is required.

## **11. GOVERNMENT FURNISHED PROPERTY**

When it is necessary for the Contractor to work on-site at NRC Headquarters, the Government shall provide temporary workspace for Contractor personnel as needed, as well as standard office supplies, phones, and operational hardware and software required for performance of the tasks while working at the NRC Headquarters site, only.

## **12. PERIOD OF PERFORMANCE**

The period of performance is no longer than 60 workdays from the project start, unless otherwise agreed to by the Project Manager.

Attachment 1

Item	Process to be Codified	Process	BPOT	PT	PAT1	PAT2	FCT
1		PBPM - Budget Call	LEAD	X	X	X	
2		PBPM - Key Planning Assumptions		X	X	LEAD	
3		PBPM - Major Program Outputs		LEAD	X	X	
4	7	PBPM - Performance Measures		LEAD	X	X	
5		PBPM - Scenario Planning	X		LEAD	X	
6	6	PBPM - Control Numbers	LEAD		X	X	X
7		PBPM - Reallocation Table	X		LEAD	X	X
8		PBPM - PRC Meetings	LEAD	X	X	X	X
9	8	PBPM - Budget Books	LEAD	X	X	X	
10		Blue Book	LEAD	X	X	X	
11		Green Book	LEAD	X	X	X	
12	2	MAX	LEAD		X	X	X
13		Mid Year Review			X	X	LEAD
14		Awards Allocation	X			LEAD	
15		PART		LEAD	X	X	
16		Strategic Plan Update		LEAD	X	X	
17		Information Digest	LEAD	X	X	X	X
18	4	B&R Guide	LEAD	X	X	X	X
19	1	Budget Execution Report					LEAD
20	3	Financial Plans			X	X	LEAD
21		Authorization, Appropriation Legislation and Galleys	LEAD				X
22		MD 4.7	X	LEAD	X	X	
23		Common Prioritization	x	LEAD	X	X	
24	4	Salaries and Benefits	LEAD				

Item	Process to be Codified	Process	BPOT	PT	PAT1	PAT2	FCT
25		MD 4.2					LEAD
26		New Budget System	LEAD	X	X	X	X
27		Basetable			X	X	LEAD
28		Financial and Reimbursable Training					LEAD
29		Program Evaluations		LEAD			
30		PAR		LEAD	X	X	
31		PBPM - Executive Summary	X		X	LEAD	
32		Briefings and Q&As	X		LEAD	LEAD	
33	9	Commission Paper Review			LEAD	LEAD	
34		FTE Utilization					LEAD
35		AID/ Reimbursable Agreement					LEAD
36		Continuing Resolution					LEAD
37		Full Costing and WIR Execution					LEAD

The purposes of this modification are to add as an attachment to the purchase order, "NRC Form 187" and to incorporate into the purchase order an additional security clause as follows:

**A.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS  
APPROVAL (February 2004)**

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.

**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.

## 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.

#### 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 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."

(End of Clause)

As a result of this modification, all other terms and conditions of the purchase order remain the same, including the obligated amount of \$34,000, and the not-to-exceed ceiling amount of \$94,240.