UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

September 30, 2002

Labat-Anderson Inc.
Attn: Tony Neville
8000 Westpark Drive
Suite 400
McLean, VA 22102

SUBJECT: CISSCO-II BLANKET PURCHASE AGREEMENT DELIVERY ORDER NO. NRC-33-01-188-001, ENTITLED, "RECORDS MANAGEMENT SUPPORT"

Dear Mr. Neville:

Enclosed is one signed copy of the subject order for your records. John Harris has been designated to serve as Project Officer under this order and may be reached on (301) 415-5885. The Project Officer's responsibilities and extent of authority are contained in Section D.8 of the order. Sally Adams is the Contract Specialist for the order and may be reached on (301) 415-6588 or by e-mail at saa2@nrc.gov.

Also, enclosed is work order/Task 1 under the subject delivery order, to be performed in accordance with the statement of work for the effort and your proposal dated September 23, 2002. The work order will be in effect from October 1, 2002, through May 31, 2003, with a ceiling of $61,868.00. The following individuals are considered to be essential to the successful performance of the effort under work order/Task 1: Everick Bowens and Tony Neville. These key personnel shall not be removed from the work order effort without compliance with the key personnel clause contained in Section D.3 of the subject delivery order.

It is the policy of the NRC to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. To establish electronic funds transfer for receipt of payments, you must send a completed Standard Form 3881 (enclosed) the Office of the Controller at the Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express.

Additionally, the Office of Inspector General (OIG) has requested that we provide each contractor with a hot line poster. The hot line program was developed to provide a mechanism for reporting fraud, waste, and abuse within the NRC's programs and its contracts operations. Please display the enclosed poster in a conspicuous area within your place of business. If you have multiple offices, please call the OIG Hotline on 1-800-233-3497 for additional posters.

TEMPLATE-ADM 001

ADM 02

If you have any questions regarding the subject order, please contact Sally Adams on (301) 415-6588 or e-mail saa2@nrc.gov.

Sincerely,

Sharon D. Stewart

Sharon D. Stewart, Contracting Officer
Contract Management Center 1
Division of Contracts
Office of Administration

Enclosures: As stated

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 17 PAGES

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

1 DATE OF ORDER: 09-30-2002

2 CONTRACT NO (If any): GS-35F-4813G

3 ORDER NO: NRC-33-01-188-001 MODIFICATION NO:

4 REQUISITION/REFERENCE NO: CIO270255 08/06/02

5 ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Sally Adams, MS T-7-I-2
Contract Management Branch 1
Washington DC 20555

6 SHIP TO
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
Attn: John Harris
b STREET ADDRESS: Mail Stop T-5C3
c. CITY: Washington
d STATE: DC
e ZIP CODE: 20555
f SHIP VIA:

7 TO
a. NAME OF CONTRACTOR: Labat-Anderson, Inc.
b COMPANY NAME: ATTN: Tony Neville
Director, Information Technology
c. STREET ADDRESS: 8000 Westpark Drive, Suite 400
d CITY: McLean
e STATE: VA
f ZIP CODE: 22102

8 TYPE OF ORDER
[ ] a PURCHASE ORDER
Reference your _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated
[X] b DELIVERY/TASK ORDER
Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9 ACCOUNTING AND APPROPRIATION DATA
APPN: 31X0200.210 B&R: 21015524348 BOC:252A
JCN: D1871 Obligate: $59,000.00 $59,000.00

10 REQUISITIONING OFFICE OCIO
John Harris, (301)415-5885

11 BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a SMALL [X] b OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d WOMEN-OWNED

12 F O B POINT: Destination
13 PLACE OF
a INSPECTION
b ACCEPTANCE
14 GOVERNMENT B/L NO
15 DELIVER TO F O B POINT ON OR BEFORE: See SOW
16 DISCOUNT TERMS: N/A
FOR INFORMATION CALL. (No collect calls)
Sally Adams
(301) 415-6588

17 SCHEDULE (See reverse for Rejections)

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The NRC hereby accepts Labat's offer of September 23, 2002, as revised September 26, 2002, for records management support to the Office of the Chief Information Officer in accordance with the statement of work for the effort at the prices contained in the price schedule for this order. (See Section D of the SOW for terms and conditions specific to this order.)					

18 SHIPPING POINT
19 GROSS SHIPPING WEIGHT
20 INVOICE NO
$59,000.00 SUBTOTAL
17(h) TOTAL (Cont. pages)
17(i) GRAND TOTAL NTE $59,000.00

21 MAIL INVOICE TO
SEE BILLING INSTRUCTIONS ON REVERSE
a NAME: U.S. Nuclear Regulatory Commission
Division of Contracts
b STREET ADDRESS (or P O Box): Attn: S. Adams, Mailstop T-7I2
c. CITY: Washington
d STATE: DC
e ZIP CODE: 20555

22 UNITED STATES OF AMERICA BY (Signature): Sharon D. Stewart
23 NAME (Typed): Sharon Stewart
TITLE CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (6/95)

NRC-33-01-188-001

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order. "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided· contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U S GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

A. Title, "Records Management Support"

B. Price Schedule

Base Period: September 30, 2002 - September 29, 2003

CATEGORY/DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
Program Manager	[redacted]	[redacted]	313.78
Project Manager	[redacted]	[redacted]	11,490.24
System Analyst/Programer IV	[redacted]	[redacted]	29,323.44
Information Specialist III (on-site)	[redacted]	[redacted]	33,691.32
System Analyst/Programer V (on-site)	[redacted]	[redacted]	4,076.31
System Analyst/Programer III	[redacted]	[redacted]	28,592.92
Systems Operations Specialist II	[redacted]	[redacted]	6,011.20
Office Automation/Administrative Support (hrs.)	[redacted]	[redacted]	2,760.00
Consumables/copies (NTE)	[redacted]	[redacted]	700.00
Travel - Regional 1lot (NTE)	[redacted]	[redacted]	6,400.00
Travel - limited local 1 lot	[redacted]	[redacted]	707.20
Material Handling (Automation & Consumables)	[redacted]	[redacted]	337.35
		Total Ceiling Base Period	$124,403.76

Option Year 1: September 30, 2003 - September 29, 2004

CATEGORY/DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
Program Manager	[redacted]	[redacted]	324.38
Project Manager	[redacted]	[redacted]	11,879.04
System Analyst/Programer IV	[redacted]	[redacted]	30,378.24
Information Specialist III (on-site)	[redacted]	[redacted]	34,833.96
System Analyst/Programer V (on-site)	[redacted]	[redacted]	4,222.95
System Analyst/Programer III	[redacted]	[redacted]	29,559.94
Systems Operations Specialist II	[redacted]	[redacted]	6,214.40
Office Automation/Administrative Support (hrs.)	[redacted]	[redacted]	2,760.00

CATEGORY/DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
Consumables/copies (NTE)	[redacted]	[redacted]	400.00
Travel - Regional 1lot (NTE)	[redacted]	[redacted]	6,400.00
Travel - limited local 1 lot	[redacted]	[redacted]	271.20
Material Handling (Automation & Consumables)	[redacted]	[redacted]	308.10
		Total Ceiling Option Year 1	$127,552.21

Option Year 2: September 30, 2004 - September 29, 2005

CATEGORY/DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
Program Manager	[redacted]	[redacted]	335.36
Project Manager	[redacted]	[redacted]	12,280.32
System Analyst/Programer IV	[redacted]	[redacted]	31,474.06
Information Specialist III (on-site)	[redacted]	[redacted]	36,009.72
System Analyst/Programer V (on-site)	[redacted]	[redacted]	4,375.23
System Analyst/Programer III	[redacted]	[redacted]	30,558.74
Systems Operations Specialist II	[redacted]	[redacted]	6,424.00
Office Automation/Administrative Support (hrs.)	[redacted]	[redacted]	2,760.00
Consumables/copies (NTE)	[redacted]	[redacted]	400.00
Travel - Regional 1lot (NTE)	[redacted]	[redacted]	6,400.00
Travel - limited local 1 lot	[redacted]	[redacted]	271.20
Material Handling (Automation & Consumables)	[redacted]	[redacted]	308.10
		Total Ceiling Option Year 2	$131,596.73

C. Statement of Work for Records Management Support

C.1 Background

The U.S. Nuclear Regulatory Commission's (NRC) mission is to ensure adequate protection of the public health and safety, the common defense and security, and the environment in the use of nuclear materials in the United States. The NRC's scope of responsibility includes regulation of commercial nuclear power reactors; nonpower research, test, and training reactors; fuel cycle facilities; medical, academic, and industrial uses of nuclear materials; and the transport, storage, and disposal of nuclear material and waste.

The Records Management Branch (RMB), Information, Records, and Document Management Division (IRDMD), Office of the Chief Information Officer (OCIO), supports the NRC's mission by administering the agency's records management program, including the management of official records throughout the NRC in paper, microfiche, or electronic media; operating the NRC File Center; managing the Agencywide Documents Access and Management System (ADAMS), NRC's primary electronic recordkeeping system for its programmatic and administrative records; and coordinating the retirement of inactive records from the File Center and from the NRC offices to off-site storage. The branch provides assistance to the NRC staff for the creation, collection, maintenance, retrieval, access, and disposition of records required by the NRC legal and technical programs as well as the administrative functions. The RMB requires contractor support with its records management related tasks.

C.2 Objective

The objective of this Statement of Work (SOW) is to provide support to assist NRC in establishing and maintaining compliance with all applicable records management laws, regulations, and policies.

C.3 Scope

The contractor will provide support for various records management related tasks. The NRC will request the specific tasks under this SOW by issuing separate work orders. The contractor will, in response to each work order, submit its technical proposal and price quote within 15 days of receipt of the work order, unless otherwise directed by the PO. The technical proposal will include the contractor's approach to accomplish the required tasks, and its schedule for performing the work and for providing the work deliverables.

Work orders for records management support may cover:

- Assessing the NRC's electronic information systems for records disposition scheduling.
- Reviewing office recordkeeping practices to determine if offices are maintaining the appropriate records in ADAMS.
- Identifying case files required for office records series in the ADAMS File Plan and the ADAMS searches that can be used to obtain result lists of the documents to be filed.

C.4 Statement of Work

The contractor shall furnish qualified personnel and other services necessary to perform the requirements and tasks described in this statement of work (SOW), and subsequent records management related tasks in accordance with NRC policy and procedures, and the pertinent policy and procedures of the National Archives and Records Administration (NARA), the Office of Management and Budget (OMB), and the General Services Administration (GSA). NRC will provide any unique references and background data for use in executing the duties required under the SOW. NRC will also provide a workstation for up to two contractors, as well as standard office equipment and supplies. The contractor must have sufficient knowledge of electronic records management and NARA's electronic records management regulations to perform any required analysis and to provide useful final products, with minimal input from the RMB management analysts, and without the need for additional training. The contractor shall provide qualified and competent personnel to perform the tasks and activities described in this SOW. The contractor's personnel shall act in a courteous, responsive, and professional manner at all times.

C.5 Tasks: Work orders will be issued for placement of tasks under this delivery order. Task 1, SOW Attachment 1, will be the first work order to be issued against this order.

D ORDER TERMS, CONDITIONS, AND REQUIREMENTS

D.1 PERFORMANCE REQUIREMENTS

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of work for each work order/task. The Performance Requirements Summary for each work order will outline the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and deductions applicable to the effort.

D.2 PLACE OF PERFORMANCE

Place of performance will be at NRC Headquarters. NRC will provide a workstation for up to two contractors, as well as standard office equipment and supplies. **Hours of Operation and Holiday Schedule:** Contractor hours shall follow the NRC core business hours from 7:30 a.m. to 4:15 p.m. daily, Monday through Friday, except for Federal holidays, The holiday schedule for contractor personnel shall conform to the "Federal Holiday" schedule, unless otherwise approved in writing by the NRC Project Officer.

D.3 KEY PERSONNEL

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

[redacted] [redacted]

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 con-currence 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.

D.4 TRAVEL

The contractor shall attend meetings and conduct staff interviews at the NRC headquarters offices when necessary to obtain records management information. The contractor may be required to travel to the NRC regional offices to conduct staff interviews there. However, regional travel, if any, will be minimal. It is estimated that one 1 to 2-day trip for one person to each of NRC's four regional offices may be required for each year of this contract.

D.5 REPORTING REQUIREMENTS

Monthly Reports

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the Contracting Officer by the 15th of each month. The report shall also contain the BPA number, order number, and task; the period covered by the report; a summary of work performed during the reporting period for each task, including appropriate statistics and plans for the next reporting period; a discussion of project plans, problems and the proposed corrective action, and analysis of the impact on other tasks within the scope of the SOW; and a status of expenditures under the order for the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the order.

D.6 SECURITY

a. Security/Classification Requirements Form. The NRC Form 187 (See Appendix D) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

b. It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the delivery order 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 delivery order 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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. Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

i. 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.)

j. 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.

k. In performing the delivery order 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.

l. Site Access Badge Requirements. During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required,

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

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

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

Contractor Security Requirements for Level I

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

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10

years. Timely receipt of properly completed security applications is a delivery order 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.

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

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

Contractor Security Requirements for Level II

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

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a

reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order 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.

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

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

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

D.7 BILLING INSTRUCTIONS

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the

Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

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

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

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

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

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

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

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

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

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

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

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

unless otherwise specified in the contract.

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

1. BPA/Contract number and delivery order number.

2. Sequential voucher/invoice number.

3. Date of voucher/invoice.

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

5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

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

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

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

6. For contractor acquired property list each item purchased costing $50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

7. Weight and zone of shipment, if shipped by parcel post.

8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. Travel Reimbursement (if applicable)

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

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

Start Date	Destination	Costs
From:	From:	
To:	To:	$

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

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

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

Supersession: These instructions supersede any previous billing instructions.

D.8 PROJECT OFFICER

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

Name: John Harris
Address: U.S. Nuclear Regulatory Commission
Mailstop T-5C3
Washington, DC 20555

Telephone Number: (301) 415-5885

a. Performance of the work under this order is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

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

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

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

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

1. Constitutes an assignment of work outside the general scope of the order or associated BPA.

2. Constitutes a change as defined in the "Changes" clause of the GSA contract.

3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.

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

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

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

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

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

f. Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the order or associated BPA.

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

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

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

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

3. Review all costs requested for reimbursement by the contractor and submit to the CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.

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

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

D.9 PERIOD OF PERFORMANCE

This order shall be effective for one year from the order award date September 30, 2002, through September 29, 2003 with two 1-year option periods available for exercise.

D.10 CONSIDERATION AND OBLIGATION

The total estimated amount (ceiling) for the services ordered, delivered, and accepted under this order is $124,403.76.

In the event that the option to extend services to include Option Year 1 is exercised, the total estimated ceiling amount for Option Year 1 is $127,552.21.

In the event that the option to extend services to include Option Year 2 is exercised, the total estimated ceiling amount for Option Year 2 is $131,596.73.

The amount presently obligated with respect to this order is $59,000.00 for performance of work order/Task 1 (attached). The Contracting Officer may increase this amount from time to time by unilateral modification to the order. The obligated amount shall, at no time, exceed the order ceiling. 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. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

D.11 FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS"

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

D.12 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

D.13 NON-DISCLOSURE AND PERSONAL SERVICES AGREEMENT

A completed signed copy of the non-disclosure and personal services certification contained in Attachment 2 to this SOW will be required from the key personnel identified in this order within 5 days of order award.

D.14 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified

on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

D.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.

Attachments:

1. Work Order/Task No. 1 SOW
2. Non-disclosure & Personal Services Certification

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

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

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

PRIVACY ACT STATEMENT

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

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER	AGENCY LOCATION CODE (ALC)	ACH FORMAT
NRC	31000001	☐ CCD+ ☐ CTX ☐ CTP

ADDRESS
DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME	TELEPHONE NUMBER
FINANCIAL OPERATIONS SECTION	(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME.	TELEPHONE NUMBER
	( )

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:	TELEPHONE NUMBER:
	( )

NINE-DIGIT ROUTING TRANSIT NUMBER.
___ ___ ___ ___ ___ ___ ___ ___ ___

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:	LOCK BOX NUMBER:

ACH FORMAT: ☐ CHECKING ☐ SAVINGS ☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	TELEPHONE NUMBER:
	( )

Work Order/Task # 1 Under NRC-33-01-188-001
"Assess NRC Electronic Information Systems
for Records Disposition Scheduling "

This work order is hereby issued under CISSCO-II delivery order no. NRC-33-01-188-001, and is to be performed in accordance with the statement of work for the effort and at the prices contained herein.

The amount currently obligated with respect to this work order is $59,000.00. The obligated amount shall, at no time, exceed the order ceiling. 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. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

Work Order/Task 1: October 1, 2002 - May 31, 2003

CATEGORY/DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
Program Manager	[redacted]	[redacted]	313.78
Project Manager	[redacted]	[redacted]	2,872.56
System Analyst/Programer IV	[redacted]	[redacted]	9,007.20
Information Specialist III (on-site)	[redacted]	[redacted]	21,972.60
System Analyst/Programer V (on-site)	[redacted]	[redacted]	3,469.20
System Analyst/Programer III	[redacted]	[redacted]	16,374.80
Systems Operations Specialist II	[redacted]	[redacted]	5,485.22
Office Automation/Administrative Support (hrs.)	[redacted]	[redacted]	1,604.00
Consumables/copies (NTE)	[redacted]	[redacted]	300.00
Travel - limited local 1 lot	[redacted]	[redacted]	283.00
Material Handling (Automation & Consumables)	[redacted]	[redacted]	185.64
		Total Task 1	$61,868.00

Statement of Work

1. Background

The NRC has approximately 350 electronic information systems that support various administrative and programmatic functions. NARA, GSA, and OMB issue regulations governing records management policies for all Federal agencies, in particular 36 CFR Chapter XII,

Subchapter B, "Records Management" requires that -

- All electronic information systems, as well as related documentation, indexes, inputs and outputs, be covered by a NARA approved records disposition schedule.
- Systems incorporate the authorized disposition to ensure availability of the records throughout their authorized life cycle.
- Applicable records management policies and procedures be implemented and enforced, particularly in the planning, design, and operation of information systems.

2. Scope

NRC requires assistance in appraising each electronic information system and its inputs and outputs to determine its respective value, and submitting records disposition schedules to NARA for processing.

The deliverables required for Task 1 are:

- Development of a checklist to collect data required for analyzing and preparing records disposition forms.
- Collection of data about each system sufficient to evaluate the system and its components for records disposition purposes.
- Analysis of each electronic information system and its components (sub-systems, inputs, outputs, system program, system data, system documentation, etc) and recommendations for the records disposition of each component.
- Preparation of all NRC and NARA forms required for submitting requests for records disposition to NARA for processing.
- Database of electronic raw data created for use in the analysis.

The maximum number of contractor hours available for this project is 1,155 hours. All work should be completed by May 31, 2003.

NRC's electronic records management implementing policy and procedures are contained in NRC Management Directive 3.53, "NRC Records Management Program." NRC's records disposition schedules are contained in NUREG-0910, Rev.3, "NRC Comprehensive Records Disposition Schedule," and in the records schedules approved subsequent to Revision 3. The list of electronic information systems and a brief description of each is contained in the NRC Enterprise Model Systems Inventory. NRC's Guidance on systems life cycle management is contained in NRC Management Directive Handbook 2.5, "System Development and Life Cycle Management Methodology."

2.1 Subtask 1 - Develop Checklist

The contractor shall identify the NARA, GSA, and OMB electronic information system regulations and requirements and develop a checklist of information that will be used to ensure that each NRC electronic information system meets the NARA, GSA, and OMB regulations and requirements.

Typically, the following items are the raw data required to evaluate electronic information systems for records scheduling purposes and to complete the necessary NARA and NRC forms. The contractor will capture the checklist data for each system in the current NRC Systems Inventory in an electronic database.

- System name.
- System control number.
- Name of contact, title, organization, room number, and phone number.
- Agency program supported by the system.
- Program authority; NRC Directive, law, or regulation/
- Purpose of the system.
- Description of system data.
- Description of system inputs and sources.
- Description of system outputs.
- Hardware/software environment.
- Location and description of system documentation.
- Specify whether the system contains Federal records.
- Specify whether the system serves as a recordkeeping system, or if the inputs or outputs serve as the "official record."
- If the system is an information system that is not used for recordkeeping purposes and does not contain Federal records, identify where the NRC maintains the record for the information contained in the system and a person to contact, if known.
- Name of official (branch chief or above) responsible for maintenance and disposition of system data.
- Identification of applicable NARA or GRS Records Schedule, or notation that specific records are unscheduled.
- Authorized Disposition of the information as determined by the General Records Schedules or a NARA-approved NRC schedule.
- Location and volume of any storage media containing identical information.

Milestones and Deliverables:

• Milestone	Identify the NARA, GSA, and OMB regulations and requirements.
• Deliverable	Develop the checklist to analyze each system and to collect data required for preparing records disposition forms.

2.2 Subtask 2 - Survey Electronic Information Systems and Complete Checklist

Using the checklist, the contractor shall survey up to 350 electronic information systems listed in NRC's Inventory, (i.e., identify systems that contain Federal records, identify systems used as recordkeeping systems, identify the program manager responsible for the disposition of the records, identify how the disposition instructions are implemented, and obtain sufficient information to develop a records disposition schedule for submittal to NARA). The universe of electronic systems includes applications that OCIO developed for system users as well as systems developed by the various NRC offices independent of OCIO. The review will cover all types of electronic systems in headquarters offices and the regions, including index systems, administrative systems, programmatic systems, recordkeeping systems, and information systems, and will include systems that do have approved records disposition schedules and those that do not.

The contractor will coordinate with system contacts and/or program managers responsible for the information system as necessary to obtain data required for its review.

The contractor shall complete the checklist for each electronic information system and prepare a report that reflects all systems reviewed and the findings for each.

Milestones and Deliverables:

- Milestone — Conduct survey of electronic information systems.
- Milestone — Complete the Checklist.
- Milestone — Analyze the electronic information systems.
- Deliverable — Report of systems reviewed and findings.

2.3 Subtask 3 - Prepare Records Schedules and Files Maintenance and Disposition Documentation

The contractor shall prepare Files Maintenance and Disposition Plans that reflect the authorized disposition of the system information using the data obtained during the reviews.

- Prepare Files Maintenance and Disposition Plans based on approved recommendations derived from the final report. Obtain Records Liaison Officer signature and distribute in accordance with guidance contained in NRC Management Directive Handbook 3.53, Part II, Section (B)(7), "Files Maintenance and Disposition Plan" (NRC Form 306).

  Files Maintenance and Disposition Plans for systems that are not scheduled shall reflect the following disposition statement during the scheduling process: "Unscheduled. Retain data, along with related programs, documentation, and indexes until a records disposition schedule is prepared and authorized by NARA."

- Prepare records schedule packages for unscheduled systems in accordance with the

guidance contained in NRC Management Directive Handbook 3.53, Part III, "Procedures for Revising the "NRC Comprehensive Records Disposition Schedule," and Part IX, "Procedures for Creating, Maintaining, Using, and Disposing of Electronic Records" especially at Section (G), "Records Disposition Schedules for Electronic Records."

Milestones and Deliverables:

- Deliverable — Files Maintenance and Disposition Plans for each system
- Deliverable — Records schedule packages ready for submittal to NARA.

2.4 Deliverable Due Dates - Task 1

Deliverables	**Due Date**
Project Start Date	October 1, 2002
Development of a checklist to collect data required for analyzing and preparing records disposition forms.	November 15, 2002
Collection of data about each system sufficient to evaluate the system and its components for records disposition purposes.	January 31, 2003
Analysis of each electronic information system and its components (sub-systems, inputs, outputs, system program, system data, system documentation, etc) and recommendations for the records disposition of each component.	February 14, 2003
Preparation of all NRC and NARA forms required for submitting requests for records disposition to NARA for processing.	May 15, 2003
Database of electronic raw data created for use in the analysis.	May 23, 2003
Task End Date	May 31, 2003
Project End Date	August 31, 2003

2.4 Performance Requirement Summary - Task 1

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Subtask 1. Development of a checklist to collect data required for analyzing and preparing records disposition forms.	Checklist identifies all applicable NARA, GSA, and OMB electronic information system regulations and requirements, and the items required to collect information required for analysis and preparation of records disposition forms.	Project officer will inspect all checklist items.	Full payment for 100% compliance. Non-conformance unacceptable. Checklist items determined to be missing will be added by contractor at contractor's expense.
Subtask 2. Collection of data about each system sufficient to evaluate the system and its components for records disposition purposes. Analysis of each electronic information system and its components (sub-systems, inputs, outputs, system program, system data, system documentation, etc) and recommenda-tions for the records disposition of each component. Report of systems reviewed and findings.	Survey is completed for 100% of the systems identified (350 systems). Analysis is completed for all system components of all systems and is sufficient to identify system/component function, retention, and disposition for all components. Data must also be sufficient to prepare records disposition schedules for submission to NARA.	Project officer will inspect the report of system reviews and findings for all systems surveyed.	Full payment for 100% compliance. Non-conformance unacceptable, except in instances where NRC is unable to provide the data about a system or its components. Re-performance to evaluate systems, report findings, and present required data will be required at contractor's expense.

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Subtask 3. Preparation of all NRC and NARA forms required for submitting requests for records disposition to NARA for processing.	Records disposition forms SF 115, NA 14028, NRC 331, and NRC 306 are prepared for 100% of the systems identified in the recommendation report under Subtask 2.	Project officer will inspect 100% for all systems surveyed.	Full payment for 100% compliance. Contractor will be paid bonus of $1,000 upon completion, and Project Officer acceptance, one month ahead of schedule.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

While providing records management support services to the Nuclear Regulatory Commission, I understand that I may have access to internal, "for official use only" information, personal information subject to the Privacy Act, source selection information (FAR 3.104), information that is proprietary to other government contractors, and information that is protected by the attorney-client and attorney-work product privileges. I recognize that this type of information is considered sensitive and must be protected from unauthorized release or use.

I will limit my review of such information to obtaining only the data or information necessary to complete the tasks outlined under contract \ delivery order **No. NRC-33-01-188-001.** I agree that I will not disclose such information to my employer **Labat-Anderson, Inc.,** or anyone else outside the Nuclear Regulatory Commission. I also agree not to use or disclose such information to anyone once my period of performance ends with the Nuclear Regulatory Commission.

If I come into possession of any such information concerning my employer **Labat-Anderson, Inc.,** or any of its competitors, or if anyone including my employer attempts to obtain protected information from me, I will immediately report it to the project officer.

I understand that willful or negligent disclosure or personal use may result in termination of the delivery order, termination of the contract and/or other appropriate legal action against me and/or my employer.

Date: _____ _____

Contractor Employee

NON-PERSONAL SERVICES UNDERSTANDING

I understand that **Labat-Anderson, Inc.,** is providing records management support services outlined in **Task No. 1** issued under Nuclear Regulatory Commission delivery order number **NRC-33-01-188-001.** I have been informed that the contract/DO is a non-personal services contractual arrangement. I understand that in administering this order and providing these contractual services that I am and will remain an employee of **Labat-Anderson, Inc.,**.

I further agree and understand that I have an employee-employer relationship with **Labat-Anderson, Inc.,** and will not have in the course of providing the delivery order services an employee-employer relationship with the Nuclear Regulatory Commission. I recognize that my supervision, terms of employment, work conditions, payments and benefits are approved and derive through and from my employment with **Labat-Anderson, Inc.,** only.

I will not represent that I am a government employee. In attending meetings, answering government telephones, and working in other situations where my contractor status is mistaken, I will identify myself as a contractor employee such as to avoid creating an impression in the minds of members of the public or to other government personnel that I am a government official or government personnel.

I understand that willful misrepresentation of my employment status and/or employer-employee relationship may result in termination of the delivery order, termination of the contract and/or other appropriate legal action against me and/or my employer.

Date: _____ _____
Contractor Employee