

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 03-02-2004	2. CONTRACT NO. (If any) GS-35F-5370H	6. SHIP TO:	
3. ORDER NO. DR-10-04-415	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. ADM-04-415 - 12/5/03	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 IT Acquisition Management Branch Washington DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Susan Hopkins	

b. STREET ADDRESS Mail Stop T-7I2 11545 Rockville Pike		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555
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7. TO:	i. SHIP VIA
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NAME OF CONTRACTOR Distributed Solutions Inc. DUNS Number: 798808911 ATTN: Mr. Robert Sheahan Vice President 433B Carlisle Drive Herndon VA 20170		8. TYPE OF ORDER	
<input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> 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 JOB CODE: B1458 BOC: 3142	\$217,237.00	10. REQUISITIONING OFFICE ADM Office of Administration
B&R No: 44015-511160 FUND SOURCE: 31X0200		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 01/1/2004-03/01/2005	16. DISCOUNT TERMS N/A
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13. PLACE OF	FOR INFORMATION CALL: (No collect calls)		
a. INSPECTION	b. ACCEPTANCE Carolyn A. Cooper 301-415-6737		

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The contractor shall provide a one year subscription to ProDoc, ProTrac and RegSearch in accordance with the attached statement of work. The contractor shall also provide continued maintenance of the ProDoc and RegSearch modules, in addition to the ProTrak module, which is being added at this time. At the option of the Government, the contractor shall provide: 1) the software license for the Version 6 web-based upgrade to ProDoc, RegSearch and ProTrak for 12 regional users, 2) the XPI interface of the current system with NRC's Federal Financial System (FFS), 3) CTS Database conversion to AAMS 6.0 Level VIII Customization, and 4) Read Only and Report Only for 25 Users. The period of performance is retroactive from January 1, 2004 through March 1, 2005, in accordance with the verbal authorization provided by the Contracting Officer. The ceiling amount for the basic requirements of this order is \$217,237.00. The ceiling amount for the optional requirements of this order, is exercised, is \$174,909.00.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:				\$217,237.00
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts				17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: Mail Stop T-7-I-2 (SUBMIT INVOICES IN DUPLICATE)				17(i). GRAND TOTAL
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	217,237.00	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Sharon D. Stewart Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 03-02-2004	CONTRACT NO. GS-35F-5370H	ORDER NO. DR-10-04-415
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1	RS-L3-010019 RegSearch Agency Supplement - Level 3, 10-19 Users. One Year Subscription Update				\$2,082.00	
2	S-PDL3-010019 - ProDoc Software Subscription Update and Support Package. Enhanced Level 3, One Year, 10-19 Users				\$20,568.96	
3	REG-L3-010019 ProDoc Regulatory Subscription Update Support Package. Enhanced Level 3, 10-19 Users, One Year.				\$43,221.00	
4	S-PTL3-010019 ProTrac Software Subscription Update and Support Package. Enhanced Level 3, 10-19 Users, One Year				\$22,107.96	
5	C/S-RU-010019 AAMS Server Support - Upgrade Software, 10-19 Multi-User, One Year. Travel/Per Diem not included.				\$4,583.04	
6	RS-RU-010019 RegSearch Right to Use - One Year, 10-19 Users, with one year subscription to regulatory updates				\$2,963.00	
7	PTM-RU-010019 ProTrac Master Right to Use License, 10-19 Users, One Year				\$28,728.00	
8	PF-RU-010019 ProFund Right to Use License, 10-19 Users, One Year				\$5,080.00	
9	DB-LVI Level VI Set-up and Database Customization Subscription to ProTrac				\$24,095.04	
10	ProDoc User Training - Comprehensive (up to 22 Users) ProTrac User Training - Comprehensive (up to 22 Users)				\$39,336.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$217,237.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

Date of Order February 27, 2004		Contract No. GS-35F-5370H		Order No. DR-10-04-415	
ITEM NO.	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
11	PDM-RU-002009 ProDoc Master Right to Use License, 2-9 Users, One Year	█	year	█	\$4,762.00
12	C/S-RU 002009 Server Support - Upgrade Software, 2-9 Multi-User, One Year. Travel and Per Diem not included	█	mon.	█	\$ 2,292.00
13	RS-RU-002009 RegSearch Right to Use - One Year, 2-9 Users, with one year subscription to regulatory updates	█	year	█	\$ 1,404.00
14	PTM-RU-002009 ProTrac Master Right to Use License, One Year, 2-9 Users	█	year	█	\$13,608.00
15	PF-RU-02009 ProFund Right to Use License 2-9 Users, One Year	█	year	█	\$ 2,406.00
	TOTAL MANDATORY SERVICES				\$217,237.00
	OPTIONAL SUPPLIES OR SERVICES*				
16	C/S-RU 02009 Server Support - Upgrade Software, 2-9 Multi-User, One Year. Travel and Per Diem not included	█	mon.	█	\$ 2,292.00
17	PDM-RU-02009 ProDoc Master Right to Use License, 2-9 Users, One Year	█	year	█	\$ 4,762.00
18	RS-RU-002009 RegSearch Right to Use - One Year, 2-9 Users, with one year subscription to regulatory updates	█	mon.	█	\$ 1,404.00
19	PTM-RU-02009 ProTrac Master Right to Use License, One Year, 2-9 Users	█	year	█	\$13,608.00
20	PF-RU-02009 ProFund Right to Use License 2-9 Users, One Year	█	year	█	\$ 2,406.00
21	ProDoc User Training - Comprehensive	█	users	█	\$10,728.00
22	ProTrac User Training - Comprehensive	█	users	█	\$10,728.00
23	DB-LX Level X Set-up and Database Customization Subscription - Customization and set-up of the XPI Interface w/Federal Financial System	█	Lot	█	\$70,590.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE 4

24	PF-RU-020049 25 Read Only and Report Only Users	[REDACTED]	mon.	[REDACTED]	\$13,100.00
25	CAPS Database Conversion to AAMS 6.0 - Level VIII Customization	[REDACTED]	Lot	[REDACTED]	\$45,291.00
TOTAL OPTIONAL SUPPLIES OR SERVICES					\$174,909.00

*The Government may exercise the option to purchase any of these additional services by written notice to the Contractor within 10 days, provided the Government gives the contractor preliminary written notice of its intent to exercise the options at least 30 days before requiring these services. The preliminary notice does not commit the Government to the optional service. If the Government exercises the options, the contract ceiling will be increased to include the optional services exercised.

The Contractor agrees to provide training sessions for any number of users per session, regardless of how small, as determined necessary by the NRC Project Officer. In addition, the Contractor shall invoice the Government for the actual number of users to which training was provided.

The Contractor shall invoice the NRC for services rendered in accordance with the Billing Instructions provided in Attachment 2.

The Contractor shall follow the procedures outlined in NRC's Security Requirements Clause, which is incorporated within.

A.1 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

A.2 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.

A. 3 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES

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

A.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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

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

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."

A.5 PROJECT OFFICER AUTHORITY

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

Name: Susan Hopkins
Address: 11545 Rockville Pike
Mail Stop T-7-I-2
Washington, D.C. 20590
Telephone Number: (301)415-6514

(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."

(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.