

ORDER FOR SUPPLIES OR SERVICES

6

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

BPA NO.

6. SHIP TO:

1. DATE OF ORDER
05-24-2004

2. CONTRACT NO. (if any)
GS-23F--0283K

a. NAME OF CONSIGNEE
U.S. Nuclear Regulatory Commission

3. ORDER NO.
DR-10-04-421

4. REQUISITION/REFERENCE NO.
ADM-04-421

b. STREET ADDRESS

i. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Contract Management Center No. 2
Washington, DC 20555

c. CITY

Washington

d. STATE

DC

e. ZIP CODE

20555

7. TO:

f. SHIP VIA

NAME OF CONTRACTOR

Resource Consultants, Inc.
2650 Park Tower Drive
Suite 400
Vienna, Virginia 22180
attn: Sharon Petrelles

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.

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
B1458 44015-511160 252A X0200 \$70,000.00

10. REQUISITIONING OFFICE ADM
WILLIAM HARRIS, DFS

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

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

2. F.O.B. POINT
N/A

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT
ON OR BEFORE

16. DISCOUNT TERMS
N/A

13. PLACE OF

FOR INFORMATION CALL: (No collect calls)

1. INSPECTION
ROCKVILLE, MD

b. ACCEPTANCE
ROCKVILLE, MD

ROBERT WEBBER
301 415-6520

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)
	<p>The contractor shall update the NRC's database of the Archibus/FM system and floor plans of the Autocad system in accordance with the attached Statement of Work (Att. 1) and GSA's contract no. GS-23F-0283K. This is a labor hour agreement with a fixed ceiling. Refer to the Price Schedule in Att. 2 for a complete breakdown of pricing. This order consists of a base period from June 1, 2004 through November 30, 2005 with three one-year option periods.</p> <p>The ceiling amount for the base period is \$180,788. The ceiling for each option year is \$128,228. The NRC is obligating \$70,000. Additional funds will be obligated as needed. RCI should not incur costs beyond the current obligated amount before notifying the Contracting Officer.</p> <p>William Harris is the Project Officer for this delivery order and can be reached on (301) 415-8079. Labor hour services will be requested by Mr. Harris through a work order transmitted via electronic mail.</p>					

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

SUBTOTAL

21. MAIL INVOICE TO:

17(h)
TOTAL
(Cont. pages)

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4

b. STREET ADDRESS (or P.O. Box)
Attn: (insert contract or order number)

17(i).
GRAND TOTAL

c. CITY
Washington

d. STATE
DC

e. ZIP CODE
20555

180,788.00

2. UNITED STATES OF AMERICA
BY (Signature)

Robert B. Webber

23. NAME (Typed)
ROBERT B. WEBBER
CONTRACTING OFFICER
TITLE: CONTRACTING/ORDERING OFFICER

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.213-3	NOTICE TO SUPPLIER	APR 1984

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct. 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide

the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.4 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.5 SEAT BELTS

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

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website,

<http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

Computer-Aided Facility Management System Support

C.1. Background

The Nuclear Regulatory Commission (NRC) utilizes Archibus/FM to capture occupancy data for the One White Flint North (OWFN) and Two White Flint North (TWFN) buildings, located at 11555 Rockville Pike and 11545 Rockville Pike, respectively, Rockville, Maryland. Used in conjunction with AutoCad, the systems serve as the primary method to provide a variety of reports, including, housing plans, space allocation, and vacancy rates and are also used to perform scenario planning for space and organizational realignments. The purpose of this contract is to provide assistance to the NRC employee who manages the Archibus/FM system.

The Nuclear Regulatory Commission (NRC) has Archibus/FM installed and running with project files and drawings on a new server. There are four issues to be addressed by this contract: 1) update the Archibus database and prepare a monthly space summary report; 2) expand the Archibus database to include the four (4) Regional offices and the Technical Training Center. After the information has been placed in Archibus, update it in accordance with #1, above; 3) Create reports and modify drawings using the Archibus database and AutoCad; 4) transfer the database located on one server to the new server where Archibus is located; 5) provide training to NRC staff.

C.2. Scope

The scope of this contract consists of the following:

1. The primary level of effort consists of updating the database of the Archibus/FM system and floor plans of the AutoCad system. The updated information will come from changes provided to the Contractor by the NRC Project Manager (PM) and from the results of on-site building walkarounds of OWFN and TWFN performed by the Contractor to find changed conditions. The Contractor shall also import data from NRC Regional offices into the database. The data for the Regions will be provided by the PM. The contractor will prepare monthly reports of specific occupancy data as directed by the PM. Additional reports and modifications to floor layout diagrams may be requested by the PM on an intermittent basis. This is an on-going requirement. System updates shall be performed on-site at TWFN.
2. Although the Archibus/FM system is operating on a new server, the data is maintained on another server. The Contractor shall configure the database connection with the new server. This includes transferring the existing database into the current project folders on the new server. This will allow the system to operate faster and expand the capacity of the database. This is a one time effort.
3. The Contractor shall also provide training of designated NRC personnel on the use of the Archibus/FM system. The Contractor shall assume 4 training sessions per year.

C. 3. Reference Documents

- a. NRC Database standards

C.4. Tasks

C.4.1 Task 1 – Contract and Task Order Management

Subtask 1.1 – Contract-Level Program Management. Provide the technical and functional activities at the Contract Level for the Program Management of the tasks. Include productivity and management methods to monitor and assure high quality, on time and within budget performance. Provide the centralized administrative, documentation and related functions.

C.4.2 Task Area 2 – Provide support and training for the NRC CAFM system

Subtask 2.1 – The contractor will provide an Archibus/FM and AutoCAD technician to process service requests for information and drawings from the PM.

- a. The contractor will receive database and space plan changes from the PM., to include, data changes from the Regions and the Technical Training Center.
- b. The contractor will conduct regular walkarounds of One White Flint and Two White Flint buildings, or, on specific floors as directed by the PM, and note changes in occupancy plans or space plans.
- c. The contractor will update NRC data and drawings based on the changes noted in 'a' or 'b' above.
- d. The contractor will prepare requests for information and drawings.
- e. The contractor will prepare a monthly report summarizing occupancy data by floor and organization, vacancy data and other statistical analysis requested by the PM.
- f. This task will be on-going.

C.4.3 Subtask 2.2 – The contractor will provide an Archibus/FM and AutoCAD trainer for NRC personnel to be trained in the use of the CAFM system.

- a. Training will be provided on an as-needed basis with a minimum notification of 3 weeks before the scheduled training.
- b. There will be no more than 8 people in each training class.
- c. Training will vary in length depending upon the training requirement.
- d. The contractor will provide a syllabus based upon NRC's requirements for each class for review by the PM.
- e. The contractor shall assume 4 training sessions per year, averaging 4 hours per session for a total of 16 training hours.

C.4.4 Task Area 3 – Importing employee data into the existing database

Subtask 3.1 – The contractor will provide an FM analyst to import employee data from outside regions into the existing database.

- a. Analyze data transfer; compare existing employee data fields with data fields in existing database.
- b. Map data for transfer.
- c. Generate data test parameters.

Subtask 3.2 – Import employee data from outside regions to the existing database and test data access

- a. Transfer employee data from outside regions into the existing database.
- b. Edit and update drawings to reflect employee data as required.
- c. Test employee data as provided in test parameters.

C.4.5 Task Area 4 – Database Troubleshooting and Analysis

Subtask 4.1 – Examine configuration of database connections to the new server.

- a. Analyze data transfer; compare the database function on old server and new server.
- b. Configure database connections to the new server
- c. Configure the new server to provide Archibus/FM services the same as those on the old server.

Subtask 4.2 – Transfer of existing Archibus/FM database to the new server and start the service

- a. Transfer all Archibus/FM data and drawings to the new server
- b. Start the service. Test configuration and functionality.

C.5 Target Deliverables

Work to be performed under this task is considered to be level-of-effort, in accordance with the IM/FCAD2 contract and will be invoiced monthly.

Accordingly, the Contractor will provide the following target deliverables:

1. Task Area 1, Subtask 1.2: The Task Order Management Plan shall be provided 2 weeks after

award of the contract. Monthly status reports shall be provided to the PM.

2. Task Area 2, Subtask 2.1: The Contractor shall update the database weekly and prepare four (4) copies of a monthly report summarizing occupancy data.
3. Task Area 2, Subtask 2.2: Training shall be provided on an as-requested basis.
4. Task Area 3, Subtask 3.1 and 3.2: The information from the Regional offices and the Technical Training Center shall be imported into the database within 6 months after award of the contract.
5. Task Area 4, Subtask 4.1 and 4.2: All data shall be transferred to the new server within 6 weeks after award of the contract.

Delivery standards shall be in accordance with selected standards.

C.6. Personnel Qualifications

The selected contracted individuals will be knowledgeable and experienced with Archibus/FM and AutoCAD systems, Windows NT, and SQL Server, database design, data transfer, installation and testing of data on workstations and have other pertinent project experience.

The Contractor may provide multiple resources to meet this requirement. It is recognized that technical resources must have experience in the tasks to be performed. Accordingly, all personnel assigned to this task shall satisfy and meet the requirements for their position as promulgated in Section C13 of the IM/FCAD2 Contract N66032-93-D-0022 (formerly known as Facilities CAD2).

C.7. Points of Contact

The Project Manager or PM will be:

Mr. William Harris
U.S. NRC
Mail Stop: T 7-D24
Washington D.C. 20555
Phone: (301) 415-8079
FAX: (301) 415-5380
Email: wkh@nrc.gov

The Project Manager (PM) will be the Certifying Official for SF 1034 Government Payment Vouchers. The PM will authorize up to and including the hours as detailed in the approved cost proposal. The

The contractor shall name a representative to serve as the contract liaison responsible for coordinating monthly status reports to the PM or Government Point of Contact (GPOC).

C.8. Schedule Requirements

The work will be performed primarily at the customer facility. No work shall begin on this task until a delivery order is issued.

Changes to the approved schedule will be by mutual agreement.

C.9. Security Requirements

The Contractor staff shall follow NRC Security Regulations and will be required to complete NRC Security forms and be badged for unescorted building access.

C.10. Special Provisions

Government provided equipment: The contractor will be provided a work area in TWFN and a computer loaded with the following software - Archibus/FM, version 14.0, and, AutoCAD 2000.

Government Furnished Equipment (GFE)/Government Furnished Information (GFI): Data supplied by the government shall be assumed correct and complete for the completion of the specified task order.

C.11. Assumptions

1. The labor hours quoted for this work are estimates and actual hours worked will be billed at the rates shown based upon the resources used.
2. The Contractor will have timely access to the people, systems and data required to perform the work.
3. NRC will review the service requests for information and drawings from the NRC CAFM system with the support personnel and trainer before the work is to be performed.
4. CAFM training will take place no sooner than 3 weeks from request for training.

**PRICE SCHEDULE
DELIVERY ORDER NO. DR-10-04-421**

Base Period (June 1, 2004 through November 30, 2005)

Fiscal Year 04 Pricing (through October 1, 2004)

Labor Category	Est. Hours	Hourly Rate	Estimated Cost Ceiling
Project Manager	[REDACTED]	[REDACTED]	\$ 3,800.00
Engineering Specialist	[REDACTED]	[REDACTED]	\$ 33,600.00
Principal Consulting Spec.	[REDACTED]	[REDACTED]	\$ 3,200.00
System Integration Spec.	[REDACTED]	[REDACTED]	\$ 4,800.00
Senior Engineering Spec.	[REDACTED]	[REDACTED]	\$ 2,560.00
Other Direct Costs			\$ 100.00
Travel Costs			\$ 4,500.00
Sub-total			\$52,560.00

Fiscal Year 05 Pricing

Labor Category	Est. Hours	Hourly Rate	Estimated Cost Ceiling
Project Manager	[REDACTED]	[REDACTED]	\$ 4,263.20
Engineering Specialist	[REDACTED]	[REDACTED]	\$123,364.80
Other Direct Costs			\$ 100.00
Travel Costs			\$ 500.00
Sub-total			\$128,228.00

Total Ceiling-Base Period \$180,788.00

Labor Category	Est. Hours	Hourly Rate	Estimated Cost Ceiling
Project Manager	[REDACTED]	[REDACTED]	\$ 4,263.20
Engineering Specialist	[REDACTED]	[REDACTED]	\$123,364.80
Other Direct Costs			\$ 100.00
Travel Costs			\$ 500.00

Total Ceiling-Option Year 1 \$128,228.00

Labor Category	Est. Hours	Hourly Rate	Estimated Cost Ceiling
Project Manager	[REDACTED]	[REDACTED]	\$ 4,263.20
Engineering Specialist	[REDACTED]	[REDACTED]	\$123,364.80
Other Direct Costs			\$ 100.00
Travel Costs			\$ 500.00
Total Ceiling-Option Year 2			\$128,228.00

Labor Category	Est. Hours	Hourly Rate	Estimated Cost Ceiling
Project Manager	[REDACTED]	[REDACTED]	\$ 4,263.20
Engineering Specialist	[REDACTED]	[REDACTED]	\$123,364.80
Other Direct Costs			\$ 100.00
Travel Costs			\$ 500.00
Total Ceiling-Option Year 3			\$128,228.00

2052.204-70 SECURITY (February 2004)

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

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate,

disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject

the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

Badge Requirements for Unescorted Building Access to NRC Facilities (February 2004)

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

(End of Clause)

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (February 2004)

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

A contractor employee shall not have access to NRC facilities until he/she is approved by

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

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

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

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (February 2004)

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

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

SECURITY REQUIREMENTS FOR LEVEL I

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

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

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

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

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of

agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

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

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

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

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

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of

sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

(End of Clause)