

ORDER FOR SUPPLIES OR SERVICES 08

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

BPA NO. NRC-33-06-199-05-339

1. DATE OF ORDER JUN 22 2006	2. CONTRACT NO. (if any) GS35F0068J	6. SHIP TO:	
3. ORDER NO. DR-33-06-394	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. OIS-06-394	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: CME3 Mail Stop T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Carl Konzman	
		b. STREET ADDRESS 11545 Rockville Pike Mail Stop T6F41	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	

7. TO:		I. SHIP VIA	
a. NAME OF CONTRACTOR PROJECT PERFORMANCE CORPORATION		E. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	

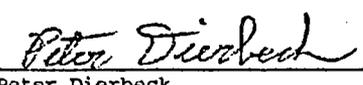
c. STREET ADDRESS 1760 OLD MEADOW RD FL 4			Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	Except for billing instructions on the reverse, this delivery/task order 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.
d. CITY MC LEAN	e. STATE VA	f. ZIP CODE 221024331		

9. ACCOUNTING AND APPROPRIATION DATA 610-15-5D1-328 J1100 252A 31X0200.610 OBLIGATE: \$116,826.33				10. REQUISITIONING OFFICE OIS/CST	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT N/A	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS				

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 7/26/2006		16. DISCOUNT TERMS NET 30	
a. INSPECTION	b. ACCEPTANCE						

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)
0001	The Contractor shall provide the NRC with "Annual Information Security Self-Assessment Services (AISSS)," in accordance with the attached Statement of Work, the terms conditions of GSA Contract GS-35F-0068J, PPC Final Revised Quotation dated 6/21/2006, and the SCHEDULE below: Annual Information Security Self-Assessment Services (AISSS)				\$109,326.33	
0002	Travel (to be reimbursed in accordance with SOW Section 4.3)				\$7,500.00	
DUNS: 62-249-6230 ACCEPTED:  Peter Dierbeck Director of Contracts						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$116,826.33	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:								
	a. NAME U.S. Nuclear Regulatory Commission Div. of Contracts							\$116,826.33	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: DR-33-06-394 Mail Stop T-7-I-2								
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555					

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**U.S. NUCLEAR REGULATORY COMMISSION
ANNUAL INFORMATION SECURITY SELF-ASSESSMENT SERVICES (AISSS)
STATEMENT OF WORK (SOW)**

1.0 OBJECTIVE

The Federal Information Security Management Act (FISMA) of 2002; requires that each agency develop, document, and implement an agency wide information security program, approved by the Director under section 3543(a)(5), to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by (1) another agency, (2) contractor, or (3) other source, that includes— periodic assessments of the risk and magnitude of the harm that could result from the *unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the agency.*

The purpose of this contract is to obtain professional services to support the Nuclear Regulatory Commission (NRC) in its annual information systems security self-assessment services (AISSS) consistent with National Institute of Standards and Technology (NIST) Draft NIST Special Publication 800-26 Revision 1 (including Appendix A System Questionnaire): Guide for Information Security Program Assessments and System Reporting Form. Specifically, the contractor shall assist NRC in completing approximately 34 security self assessments system questionnaires for all NRC Major Applications (MA), General Support Systems (GSS), and Contractor facilities.

2.0 CONTRACT TYPE

This is a firm fixed price contract. A separate line item for travel expenses shall is included to allow for reimbursement of actual, reasonable travel costs.

3.0 SCOPE

The Contractor shall provide all personnel, materials, hardware, software, labor, supplies, equipment, travel and other direct costs necessary to accomplish the performance of the activities described below.

4.0 PERIOD OF PERFORMANCE

The period of performance is June 26, 2006 through July 26, 2006.

4.1 Hours of Operation

The Contractor shall have access to the Government facilities: five (5) days per week, Monday through Friday from 7:00 a.m. to 4:30 p.m., except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

4.2 Place of Performance

The primary place of performance shall be at the NRC Contractor facility. The Contractor facility, off-site services, or telecommuting locations shall be located within the continental United States (CONUS). The Contractor shall have broadband access and computers for all personnel.

4.3 Travel Requirements

- (a) Travel to the NRC Headquarters located in Rockville, Maryland shall be required. Local travel expenses to NRC Headquarters will not be reimbursed by the NRC. On-site parking is not available.
- (b) Occasional travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities, may be required. All travel, other than local travel, requires the prior approval of the Project Officer.
- (c) Total expenditure for domestic travel (does not include travel to NRC Headquarters) may not exceed \$7,500.00 without the prior approval of the contracting officer. Please note: Profit/fee shall not be added to any travel performed.
- (d) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (e) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (f) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in

accordance with the Limitations of Cost clause of the GSA contract if the contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

5.0 PERSONNEL REQUIREMENTS

The Contractor shall have the professional communication skills required to take the necessary actions to contact, meet with, discuss, and otherwise obtain information required to accomplish the items described in this Statement of Work on his/her own initiative without supervision.

6.0 SPECIAL PERSONNEL REQUIREMENTS

The Contractor shall provide contact information (e.g. telephone numbers) of the Project Manager and designated alternate(s) in case these persons must be contacted outside of normal duty hours. These personnel will be expected to respond to all inquiries, both during and outside of normal duty hours, within one (1) hour.

7.0 GOVERNMENT-FURNISHED INFORMATION

The Government shall furnish available information (e.g. Standard Operational Procedures, regulations, manuals, texts, briefs and the other materials associated with this project), as well as access to the Rational Suite Enterprise Tools located and maintained on the NRC network infrastructure. All information, regardless of media, provided by the Government and/or generated for the Government in the performance of this contract are Government property and shall be maintained and disposed by the Government. At the time of disposition, the Contractor shall box, label contents, and deliver as directed by the Contracting Officer.

8.0 SPECIFIC TASKS

The Contractor shall be required to provide the following information security services in support of NRC AISSS:

Audit of Systems Documentation, Security Controls, Requirements, and Implementation Status:
The Contractor shall perform, on all NRC "Major Applications", General Support Systems "GSS", and NRC support contractor facilities (e.g. software development contractors, hardware support contractors, telecommunications, etc.), an inclusive, independent audit consistent with NIST Draft Special Publication 800-26 Revision 1 (including Appendix A System Questionnaire): Guide for Information Security Program Assessments and System Reporting Form. This audit shall include the review, verification, and validation of all major and GSS systems documentation, analysis, penetration, vulnerability, configuration, systems integrity, and patch management scans.

The Contractor shall identify, analyze, and recommend tested corrective actions that ensure the currency of the systems security posture and ensures that controls are operating as intended relative to each control family identified in the NIST Special Publication 800-53 and Draft Special Publication 800-53, Revision 1: Recommended Security Controls for Federal

Information Systems. The Contractor shall identify NRC information systems security vulnerability trends at an agency and system level with special attention to those deficiencies that would impact NRC FISMA compliance.

The Contractor shall provide security analyst support to develop all requisite AISSS documentation such that all 34 final Major Application and General Support Systems AISSS reports have been completed, approved by the NRC Senior Information Technology Security Officer (SITSO), and accepted by the NRC Project Officer by no later than July 15, 2006.

9.0 DELIVERABLES

- (a) The Contractor shall be required to develop and maintain an Integrated Security Activity Project Plan and Schedule for the project. The integrated project plan and schedule shall include a Level 3 Work Breakdown Structure (WBS). The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks or groups of tasks (work packages) with decisive outputs and specific measurable entry and exit criteria. Each work package shall have a short duration, or can be divided into a series of milestones whose status can be objectively measured. Each work package shall be assigned a start and finish date, a budget value, and can be integrated with higher-level schedules. The Microsoft Project Plan shall identify resources for each activity and include the Work Breakdown Structure levels.

A schedule and budget to accomplish the work, identify the resources needed to complete the work, and allocate the effort required in the specified time frame for the completion of each of the tasks in the WBS shall be included. The Contractor shall allocate a portion of the budget for each work package that comprises the WBS, and ensure that the WBS adequately defines all work necessary (including NRC security related activities) to meet the requirements for the project.

- (b) The Contractor shall develop the following information security artifacts in support of NRC AISSS:

Certification Requirements	Major Application	General Support System	Listed System	E-Gov	Other
Annual Analysis of Systems Documentation, Security Controls, Requirements, and Implementation Status Report	X	X			

Table 1

- (c) Upon completion of the independent audit, the Contractor shall complete the self-assessment System Questionnaire (800-26A template) and coordinate with the NRC

systems owner to verify that the information entered in the self-assessment System Questionnaire is correct and accurate. The Contractor shall document, in detail, the NRC system owner(s) rationale for each answer on the Questionnaire. For example, why a security control is not being fully implemented (e.g., existence of compensating controls) or why it is overly rigorous would be addressed. All responses included in the self-assessment System Questionnaire shall fully convey to a user not familiar with the system or process, the rationale and requirements associated with each control. The responses shall also meet the requirements of each security control, and address the level of effectiveness of security controls and documentation as described in draft Special Publication (SP) 800-26 Revision 1: Guide for Information Security Program Assessments and System Reporting.

Upon verification and validation of the state of the systems security controls with the NRC system owner, the Contractor and NRC system owner shall sign the security self-assessment System Questionnaire, thereby affirming the accuracy and timeliness of the information provided.

9.1 Deliverable Standards and Acceptance Criteria

All deliverables shall be delivered no later than July 12, 2006. Deliverables are to be transmitted with a cover letter, on the Contractor's letterhead, describing the contents and identifying contract/order number and title.

The deliverables shall be deemed complete upon written acceptance by the Project Officer. The Project Officer shall ensure that all deliverables comply with draft Special Publication (SP) 800-26 Revision 1: Guide for Information Security Program Assessments and System Reporting.

9.1.1 Performance Measures

9.1.1.1 Description: 100% of deliverables milestones shall be delivered to the Project Officer within the mutually agreed project schedule. Change in final deliverable milestones in the project schedule shall be mutually acceptable and shall be approved by the Project Officer. Compliance will be monitored via Project Officer through weekly integrated project plan and schedule reviews.

- i. Target: 100% by agreed date**
- ii. Data Source: Project Schedule and Monthly Progress Reports**
- iii. Responsible Party: Contractor**
- iv. Frequency: Weekly**

9.1.1.2 Description: 100% of final project deliverables, overall project estimates, and actual costs shall be on target with the integrated project plan and schedule. Compliance will be monitored via Project Officer through weekly integrated project plan and schedule reviews.

- i. **Target: 100% by agreed date**
- ii. **Data Source: Project Schedule and Monthly Progress Reports**
- iii. **Responsible Party: Contractor**
- iv. **Frequency: Weekly**

9.1.1.3 Description: Level of customer satisfaction as measured by the NRC Customer Satisfaction Survey. Customer Satisfaction Surveys from the NRC staff, Contracting Officer, or Project Officer periodic site visits, and/or customer complaints may also be compiled by the Project Officer and reviewed in order to determine the Contractor's performance level.

- i. **Target: 90%**
- ii. **Data Source: NRC Customer Survey**
- iii. **Responsible Party: NRC**
- iv. **Frequency: Weekly**

9.1.2 Deliverable File Formats

The Contractor shall provide all documentation to the NRC Project Officer electronically via e-mail in all the following formats, except as specifically stated herein: Microsoft Word (version 2003), Microsoft Excel (version 2003), Microsoft Project (version 2003), and Adobe PDF (version 7.0) formats.

9.1.3 Standard for Grammar and Mechanics

All documentation submitted by the Contractor shall conform to the *Chicago Manual of Style*, as amended by any applicable NRC format templates and requirements.

9.1.4 Timeliness and Accuracy

Timeliness and accuracy are indicators of standard of performance.

All documentation shall be submitted in draft form for comment by the Government and reviewed in order to determine the Contractor's performance level.

9.1.5 Draft and Final Submission

All documentation shall be submitted in draft form for comment to the NRC Project Officer.

The Contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft documentation within 3 business days of receipt of comments from the NRC Project Officer.

The NRC Project Officer will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in this Statement of Work. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the

Contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC Project Officer on his review of the initial draft.

The following provisions also apply to all deliverables:

Reporting Requirements: In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data and documents that are created in the performance of this contract, the Contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. Performance under the contract will not be deemed accepted or completed until the NRC's directions are complied with. The reports, summaries, data and related documents will be considered draft until approved by the NRC. The Contractor agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data and related documents created under this contract remains solely within the discretion of the NRC.

Publication of Results: Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the Contractor shall submit for review and approval by the NRC the proposed articles, reports, summaries, data and related documents that the Contractor intends to release, disseminate or publish to other persons, the public or any other entities. The Contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The Contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the Contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The Contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the contract, for any governmental purpose and to have or authorize others to do so.

Identification/ Marking of Sensitive and Safeguards Information: The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark sensitive unclassified non-safeguards information (SUNSI), sensitive, and safeguards information to include for example Official Use Only and Safeguards Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms (e.g. NRC Form 461 Safeguards Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The Contractor will ensure that sensitive and safeguards information is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section

147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.

Remedies: In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or NRC directions may result in suspension, withholding or offsetting of any payments invoiced or claimed by the Contractor. If the Contractor intends to enter into any subcontracts or other agreements to perform this contract, the Contractor shall include all the above provisions in any subcontract or agreements.

Additional written reports may be required and negotiated.

9.1.6 Deliverable Reviews

Deliverable Reviews will be held to provide the Contractor with feedback related to improving the quality of deliverables, including feedback received from Customer Satisfaction Surveys. Such reviews will be coordinated by the NRC Project Officer as required to supplement written comments provided on deliverable submissions. The written minutes of all deliverable review meetings shall be prepared by the Government. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the Project Officer within ten calendar days of receipt of the minutes.

9.1.7 Weekly Progress Reports

Weekly Progress Reports must be submitted to the Project Officer no later than the Wednesday of every week. Progress reports must be submitted on the prime Contractor's letterhead. Progress reports must contain the information in ENCLOSURE 2 – WEEKLY PROGRESS REPORT FORMAT.

9.1.8 Daily Quick-Look Status Reports

The Daily Quick-Look Status Reports shall be submitted to the Project Officer no later than the 7:00 AM Eastern Standard Time each work day. The Daily Quick-Look Status Report shall contain: a graphical deliverable indicator chart illustrating completion status, a detailed deliverable table by system with each deliverable and key deliverable milestones listed, associated resources and estimated and actual completion dates, and challenges to completion of the deliverable within schedule.

9.1.9 Other Reporting Requirements

The Contractor shall bring problems or potential problems affecting performance to the attention of the Project Officer and Contracting Officer as soon as possible. Verbal reports will be followed up with written reports when directed by the Project Officer.

10.0 NON-DISCLOSURE AGREEMENTS

The Contractor shall be responsible for coordinating and executing all applicable site access and non-disclosure agreements with parties other than the Nuclear Regulatory Commission prior to commencement of the above mentioned activities, ensuring that project schedules are not impacted.

11.0 POST AWARD MEETING

The Government will schedule a kick-off meeting within five (5) business days after contract/order award. The Project Officer will provide an agenda prior to the meeting. The Contractor shall participate in the meeting to establish process, procedures and priority of tasking. The Contracting Officer, the Project Officer, and the Project Officer's technical personnel will represent the Government. The Contractor shall have equivalent representation at the meeting.

Following the kick-off meeting, the Contractor shall meet at least weekly with the Project Officer during the period of performance of this contract/order. Subsequent meetings may be scheduled on a regular basis.

SOW ENCLOSURES:

ENCLOSURE 1 - WEEKLY PROGRESS REPORT FORMAT (1 PAGE)

ENCLOSURE 2 – REFERENCES (1 PAGE)

ENCLOSURE 3 - TERMS AND DEFINITIONS (1 PAGE)

ENCLOSURE 1 – WEEKLY PROGRESS REPORT FORMAT

The Weekly Progress Report shall include, at a minimum, the following sections.

I. WORK PROGRESS STATUS

a. General Information/Description

- Order Number and Description
- The NRC Project Officer and telephone number

b. Financial Summary

- Percent of funds expended against obligated funds

2. SCHEDULE/MILESTONE STATUS

Planned Tasks	Scheduled Completion Date	Revised Completion Date	Actual Completion Date
Provide a brief summary of the work; include any report or travel.	The day, month and year scheduled for completion, or timeframe if a date is not known or projected.	The revised day, month and year based on a change. The reason for the change must be given in the "Problem/Resolution" section.	The day, month and year all work is actually completed.

3. WORK PERFORMED DURING THE PERIOD

A description of the work performed and accomplished. A description of all deliverable deficiencies encountered during the reporting period with associated corrective actions implemented. A trend analysis of all deficiencies to date (cumulative) shall also be included in the report. Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

4. PROBLEM/RESOLUTION

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, the personnel responsible for solving the problem, should it still exist at the time the report is written.
- Notwithstanding the status of the problem at the time the Weekly Progress Report is written, all problems should be recorded in the "Problem/ Resolution" section of the Weekly Progress Report for documentation/historical purposes. If the problem still exists in a subsequent week, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.

5. PLANS FOR NEXT PERIOD

Provide a brief description of the work to be performed/accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, identify this milestone.

ENCLOSURE 2 - REFERENCES

Applicable Documents to be used as reference when creating documentation to validate compliancy can be located at the following: <http://csrc.nist.gov/publications/index.html>

ENCLOSURE 3 - TERMS AND DEFINITIONS

Major Application (MA):

The term "Major Application" means a computerized information system or application that requires special attention to security because of the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of the information in the application. Because of their impact on the agency mission and the information they contain or process, MAs require special management oversight. (See OMB Circular A-130, Appendix III.) For example, an agency wide financial management system containing NRC's official financial records would be an MA. A computer program or a spreadsheet designed to track expenditures against an office budget would not be considered an MA. Similarly, commercial off-the-shelf software products (such as word processing software, electronic mail software, utility software, or general purpose software) would not typically be considered MAs.

General Support System (GSS):

A GSS is an interconnected set of information resources under the same direct management control that shares common functionality. It normally includes hardware, software, information, data, applications, communications, and people. (See OMB Circular A-130, Appendix III.) The mission objective of a GSS is to provide automated information system resources in support of the organizational mission. Typical GSSs are LANs, WANs, servers, and data processing centers.

D. ORDER TERMS, CONDITIONS, AND REQUIREMENTS

D.1 KEY PERSONNEL (JAN 1993)

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

[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 concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

D.2 PROJECT OFFICER AUTHORITY

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

Name: Carl Konzman
Address: U.S. Nuclear Regulatory Commission
Mailstop: T-6-F-41
11545 Rockville Pike
Washington, DC 20555
Email: CXK1@NRC.GOV
Telephone Number: 301-415-0592

(b) 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, 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, approves technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the order.
- (c) 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.
 - 2) Constitutes a change as defined in the "Changes" clause of the blanket purchase agreement.
 - 3) In any way causes an increase or decrease in the total estimated order cost, the fixed fee, if any, or the time required for order performance.
 - 4) Changes any of the expressed terms, conditions, or specifications of the order.
 - 5) Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.
- (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 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 order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall issue an appropriate 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.
- (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.
- (g) A failure of the parties to agree upon the nature of the instruction or direction or upon the order 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 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 order.
 - 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.3 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.

D.4 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

D.5 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 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."

D.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MARCH 2006)

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 the 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 the 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 for a period of 180 days or more* shall be required to complete and submit to the contractor representative an acceptable *OPM Form 85P (Questionnaire for Public Trust Positions)*, 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 *OPM Form 85P*. 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.

D.7 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 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 proper identification at all times. All prescribed identification must be immediately delivered to the Security Office 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 contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

D.8 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MARCH 2006)

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. *All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf.* 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.

D.9 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.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

D.11 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570- 2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. section 552a (1988)), or the Freedom of Information Act (5 U.S.C. section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

D.12 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. 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 - 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 \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
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: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. 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.

8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL 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 contract may not exceed the total U.S. dollars authorized in the contract.