

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 10

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

BPA NO.

1. DATE OF ORDER SEP 26 2006		2. CONTRACT NO. (If any) GS35F5290H		6. SHIP TO:	
3. ORDER NO. DR-33-06-409		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. OIS-06-409 8/23/06	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Cont Spc, 301-415-7035 Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Becky K. Menefee, OIS/IRSD/RFPB	
				b. STREET ADDRESS Mail Stop T-5-F-11 11545 Rockville Pike	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852-2746	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR GLOBAL SYSTEMS & STRATEGIES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 13512 HUNTING HILL WAY				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.	
d. CITY N. POTOMAC		e. STATE MD		f. ZIP CODE 20878-4834	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 610-15-5G1-344 JCN: J1089 BOC: 252A APPNO: 31X0200.610 FSS # 10670831C DUNS # 621210400				10. REQUISITIONING OFFICE CIO Office of Information Services	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
12. F.O.B. POINT Destination					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/1/2006-9/30/2007	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

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)
	DUNS # 621210400 Global Systems & Strategies, Inc. (GSS) shall provide the U.S. Nuclear Regulatory Commission (NRC) with qualified personnel and services necessary to perform the requirements specified in the attached Statement of Work entitled "Senior FOIA Analyst - Senior FOIA Records Reviewer/Processor." The work shall be provided at the rate specified in the attached Price Schedule, and in accordance with the terms and conditions of GSA Schedule Contract No. GS-35F-5290H. The period of performance for this order shall commence on October 1, 2006, and will expire on September 30, 2007. The total ceiling amount of this delivery order for the services ordered, delivered, and accepted under this order is \$227,280.00. This order is fully funded with FY 2006 funds in the amount of \$227,280.00.			See CONTINUATION Page		

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2					
b. STREET ADDRESS (or P.O. Box) Attn: DR-33-06-409					
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$227,280.00
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Robert B. Webber Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

17(h)
TOTAL
(Cont.
pages)

17(i).
GRAND
TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(e)

TEMPLATE - ADM001

ADM002

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.
2

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

DATE OF ORDER

CONTRACT NO.

GS35F5290H

ORDER NO.

DR-33-06-409

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>GSS Contact: [REDACTED] President and Administrative Contracting Officer, phone [REDACTED]</p> <p>NRC Project Officer: Becky K. Menefee, phone 301-415-6968, email bkm@nrc.gov</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 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.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.

A.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Leroy Winters, Jr.

Senior FOIA/PA Analyst

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to

devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

A.5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

A.6 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

A.7 2052.204.70 SECURITY (MAR 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

A.8 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 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.

A.9 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."

Price Schedule - Senior FOIA Analyst-Senior FOIA Records Reviewer/Processor

Labor Category	Hourly Rate	Estimated Hours	Amount
Subject Matter Expert - Level II	[REDACTED]	[REDACTED]	\$227,280.00
Total Labor			\$227,280.00

U.S. Nuclear Regulatory Commission
STATEMENT OF WORK
Senior FOIA Analyst - Senior FOIA Records Reviewer/Processor

1 BACKGROUND

- 1.1 The U.S. Nuclear Regulatory Commission's (NRC) Information and Records Services Division (IRSD), Records and FOIA/Privacy Services Branch (RFPSB), FOIA/Privacy Act Team (FPT) has primary responsibility for the review and fulfillment of all FOIA/Privacy Act requests submitted to the agency in accordance with the Freedom of Information Act (FOIA) and the Privacy Act (PA), 5 U.S.C. 552 and 5 U.S.C. 552a. On December 14, 2005, the President issued Executive Order 13,392 which directed Federal agencies to "eliminate or reduce its FOIA backlog." In order to help reduce the current FOIA backlog, thereby meeting the requirements of this order, the RFPSB FOIA/Privacy Team will need to acquire a Contractor employee to process FOIA requests and perform case reviews as specified below in Description of Services.

2 CONTRACT OBJECTIVE

- 2.1 Obtain a Contractor (i.e., one Senior FOIA Analyst) to review and process incoming FOIA/PA requests in accordance with the FOIA, 5 U.S.C. 552, and the PA, 5 U.S.C. 552a. The Contractor shall have a Contractor's representative (i.e., one Project Manager) to provide oversight duties to the Contractor to ensure that the Contractor successfully performs the duties outlined in this Statement of Work. The Contractor shall have expert knowledge of both the FOIA and PA, and other related statutes, and be able to apply FOIA and PA exemptions to documents retrieved as a result of a FOIA/PA request.
- 2.2 The Contractor shall possess a current SECRET clearance (IT Level 1). The Contractor shall ensure compliance with all applicable security policies and directives as identified by the NRC security office (see Clause 2052.204.70 SECURITY dated March 2004, for further information).
- 2.3 The Contractor shall execute a Non-Disclosure Agreement (NDA) in a form prescribed by the NRC security office or designee. The Contractor shall not be given access to classified national security information without having previously executed an NDA and without the proper security clearance.

3 DESCRIPTION OF SERVICES

- 3.1 The Contractor shall adhere to the following FOIA case file procedures unless otherwise directed by the NRC FOIA/PA Officer or Project Officer:
- 3.1.1 The Contractor shall ensure that correct offices have been assigned action given the subject of the request.
- 3.1.2 The Contractor shall ensure that the correct category has been selected regarding which fees to charge.
- 3.1.3 The Contractor shall ensure that if the request is to be "expedited," it is put at the front of the line to process first (instead of the usual first in, first out policy).

- 3.1.4 The Contractor shall, upon receipt of a new request, if necessary, clarify the scope with a requester (such as time period for the requested records) and convey the information to the office coordinators. The Contractor shall arrange conference calls between the requester, staff, and the Contractor to discuss and clarify the scope if warranted.
- 3.1.5 By day four after receipt of the request, all assigned offices must be in contact to provide their fee estimates. The Contractor shall contact the coordinators if necessary to ensure all estimates have been received. Put the assigned offices in suspense after receipt of the estimate. Consolidate all office estimates and if the fees exceed \$25.00, prepare a Statement of Estimated Fees (NRC Form 509).
- 3.1.6 If the total amount of estimated fees exceeds \$250, the Contractor shall indicate on the Form 509 that payment for the fees must be received in advance. If the fees total less than \$250, indicate on the Form 509 that the requester must agree to pay the fees by signing the Form and returning it to the Contractor before processing can begin. This can be done by fax. Add the fee estimates to the FOIAXpress database system and put the offices in suspense. When either the agreement to pay or payment is received, contact the office coordinators and tell them to begin processing. Remove the offices from suspense at this time.
- 3.1.7 The Contractor shall review the office responses when they are received to ensure compliance with NRC procedures, the FOIA and the PA, as appropriate. The subject records must be listed on appendices, which are submitted electronically and in hard copy, indicating whether:
- the records are to be released in their entirety
 - the records are already publicly available
 - the records are to be withheld in part
 - the records are to be withheld in entirety
 - the records to be referred to other offices/agencies
- 3.1.8 Additionally, if there are records that are sensitive that are being released to the requester only, the Contractor shall ensure that the records are listed on an appendix indicating that they are sensitive and the released records will, or will not, be placed into the Agencywide Documents Access and Management System (ADAMS) according to NRC and FOIA/Privacy Team instructions.
- 3.1.9 The Contractor shall complete a Report of Staff Resources for Processing FOIA Requests (NRC Form 496) for records to be referred to other offices and followup with offices that have not responded within eight days.
- 3.1.10 Records to be withheld in whole or in part must be carefully reviewed by the Contractor to ensure that the proper FOIA and/or PA exemptions have been applied. The Contractor shall contact the office coordinators to resolve any discrepancies and inconsistencies, and if necessary, return the records to the submitting office for correction. If the records involve allegation files, ensure that the records have been processed according to the Office of Investigation rules for processing investigative files. Ensure that Office of the Inspector General records are handled and processed according to established procedures.

- 3.1.11 If there are records that when submitted to the NRC were considered confidential proprietary information, the office must review the record and indicate whether it qualifies for withholding under FOIA exemption four or whether the record can be released. If the review indicates that the record, or portions of the record, can be released, the Contractor will prepare a letter to the Submitter indicating that the agency does not consider the information to be proprietary and that because it is subject to a FOIA request, it will be released. The Contractor shall also send the appropriate notification to the requester informing that records responsive to the request have been sent to the Submitter. Give the Submitter 30 days to respond to the letter. If the Submitter objects to the release of the information, forward the justification and explanation to the office for review. Finally, after the office review of the company response is complete, the Contractor will write and send a response to the Submitter indicating the agency final decision on the release of the records. If records are to be released, allow at least 10 days before sending out the records.
- 3.1.12 The Contractor shall consolidate the appendices from each office for each category of records. For example, electronically merge all appendices of records to be released in entirety, and list in date order. Prepare a Form 464, Part I and Part II (if necessary) - Response to Freedom of Information Act (FOIA)/Privacy Act (PA) Request. Add up the actual fees for processing the request and indicate in the letter whether the requester is owed a refund, if additional money is owed the U.S. Government, if fees were waived, or if there are no fees because the minimum fee threshold was not met. Use Part II of Form 464 to indicate the specific exemptions being used to deny records. The denying and the appellant official must also be noted on Part II. The Contractor shall obtain appropriate concurrences for each response to a requester, including concurrences of the Office of General Counsel when appropriate. If the response involves records which are maintained in an allegation file, the response must go through the Office of Enforcement. Add the appropriate offices to the distribution list, and indicate whether the response should be placed in the NRC Public Document Room (PDR).

4 CONTRACT PERIOD

- 4.1 The period of performance for this contract shall commence on/or about October 1, 2006, and will expire on September 30, 2007.

5 TYPE OF CONTRACT

- 5.1 This will be a labor hour contract under a GSA Federal Supply Schedule.

6 CONTRACT ADMINISTRATION

6.1 PROJECT OFFICER AUTHORITY

- 6.1.1 The Contracting Officer's authorized representative, hereinafter referred to as the Project Officer, for this contract is:

Name: Becky K. Menefee
Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop T-5F11
Rockville, MD 20852
Telephone: 301-415-6968

6.1.2 The Project Officer is responsible for:

6.1.2.1 Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

6.1.2.2 Inspecting and accepting products/services provided under the contract.

6.1.2.3 Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

6.1.2.4 The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

7 LOCATION OF WORK/TRAVEL/WORK HOURS

7.1 This position will be located at the U.S. Nuclear Regulatory Commission Headquarters Complex located at 11545 Rockville Pike, Rockville, Maryland 20852.

7.2 No required travel is expected.

7.3 Work Hours shall be between 7:15 a.m. and 4:00 p.m., Monday through Friday.