# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 13 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: SEP 14 2007

2. CONTRACT NO. (If any): GS10F0230R

3. ORDER NO.: DR-33-07-371 MODIFICATION NO.

4. REQUISITION/REFERENCE NO.: OIS-07-371

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: James Leedom
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: FORCE 3 INC
b. COMPANY NAME
c. STREET ADDRESS: 2151 PRIEST BRIDGE DR
d. CITY: CROFTON
e. STATE: MD
f. ZIP CODE: 211142478

8. TYPE OF ORDER
[ ] a. PURCHASE
REFERENCE YOUR _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA $238,140.00
710-15-5E1-330 J1289 252A 31x0200.710 Obligate: $238,140.00
FFS# 10770791C
DUNS# 556054591

10. REQUISITIONING OFFICE CIO
Office of Information Services

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL
[X] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED
[ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED
[ ] e. HUBZone
[ ] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: Rockville, MD
b. ACCEPTANCE: Rockville, MD

14. GOVERNMENT B/L NO.: N/A

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 07/31/2008

16. DISCOUNT TERMS: N/A

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | The purpose of this Delivery Order is to provide services for the "Laptop Program Development Project" This is a firm fixed price labor hour delivery order under GSA Federal Supply Schedule No. GS-10F-0230R.<br><br>The contractor shall provide the Nuclear Regulatory Commission (NRC) with services that work to develop a comprehensive agency-wide program capable of providing and maintaining laptop compliance, standardization, security, usability and supportability. This shall be done in accordance with the attached Statement of Work and the contractor's proposal dated 08/29/2007.<br><br>The period of performance is: 10/01/2007 - 07/31/2008.<br><br>See page #2 for GSA labor categories and rates.<br><br>The current contract ceiling is: $238,140.00 | | See CONTINUATION Page | | | |

SEE BILLING INSTRUCTIONS ON REVERSE

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-33-07-371
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

17(h) TOTAL (Cont. pages): $238,140.00

17(i). GRAND TOTAL: $238,140.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): Robert Webber
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

# ORDER FOR SUPPLIES OR SERVICES
## SCHEDULE - CONTINUATION



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

| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
|---|---|---|
| | GS10F0230R | DR-33-07-371 |

| ITEM NO. (A) | SUPPLIES OR SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|---|---|---|---|---|---|---|
| | Base Period: (10/01/2007 - 7/31/2008) | | | | | |
| 0001 | Consultant Principal | [redacted] | | | $154,350.00 | |
| 0002 | Consultant | [redacted] | | | $83,790.00 | |
| | Total ceiling for the Delivery Order: $238,140.00 | | | | | |
| | The Project Kickoff Meeting shall occur before the beginning of the Period of Performance. The contractor is authorized to submit an invoice for this meeting. | | | | | |
| | Attachment #1: Statement of Work<br>Attachment #2: NRC form 187<br>Attachment #3: Billing Instructions (labor hour) | | | | | |
| | TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) | | | | $238,140.00 | |

| | | |
|---|---|---|
| 52.245-1 | GOVERNMENT PROPERTY | JUN 2007 |
| 2052.209-72 | CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST | JAN 1993 |

## A.1 2052.215-70 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 con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

## A.2 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Evan Jones

Address: 11545 Rockville Pike

Rockville, MD 20852

Telephone Number: 301-415-6950

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

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

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

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

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

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

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

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

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

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

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

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

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

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

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

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

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

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## A.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 10/01/2007 and will expire 07/31/2008.

## A.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is $238,140.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is $238,140.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated

amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

## A.5 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $238,140.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is $238,140.00 dollars.

## A.6 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

## A.7 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency

function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## A.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond July 31, 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond $238,140.00, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## A.9 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise

affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

## A.10 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.11 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.12 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."

## A.13 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## A.14 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.15 Authority to Use Government Provided Space at NRC Headquarters (July 2007)

Prior to occupying any government provided space at the NRC HQ in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, DFS. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

(End of Clause)

Attachment 1

# U. S. NUCLEAR REGULATORY COMMISSION
# STATEMENT OF WORK
# (SOW)
# "LAPTOP PROGRAM DEVELOPMENT PROJECT"

## C.1 Objective.

The purpose of this project is to develop a comprehensive agency-wide program capable of providing and maintaining laptop compliance, standardization, security, usability, and supportability.

## C.2 Background.

It is estimated that there are more than 1,000 laptops in use at the NRC. It is extremely difficult, if not impossible, to maintain a standard configuration in the current laptop environment for several reasons:

1. Although a standard laptop disk image is provided with laptops supplied by ICOD, a large number of laptops are purchased, configured, and maintained by individual offices. The NRC would like to make it more attractive for offices to purchase and receive laptop maintenance through services provided by OIS.

2. Once a user is assigned a laptop, it becomes a burden on the user to maintain security patches and system updates in a timely manner. An exception to this are SEAT dockable laptops which are maintained as a standard desktop. This is especially true for users on extended travel. The NRC would like to find effective methods for upgrading, patching, and maintaining consistency for both standalone and networked laptops.

3. When laptops are used outside of the NRC network and spaces, they are more vulnerable to physical and logical security threats without the extensive protections normally provided by the NRC firewall and building access security. The NRC would like to develop a comprehensive set of protections for laptops against physical and logical security threats.

4. A standard configuration is very difficult to maintain for laptops as well as desktops due to office specific applications which are installed over a standard image. The NRC would like to provide a strategy for providing and maintaining a standard base image but also to provide a solution that will allow laptop users access to office-specific applications.

5. SafeGuards Information (SGI) and classified laptops have very strict computing requirements. SGI laptops can only connect to SGI networks and classified laptops can only connect to networks classified at the same level. This makes it much more difficult to maintain security and consistency through updates and patches. The NRC would like to implement effective methods of updating and patching SGI and classified laptops.

## C.3 NRC Laptop/Desktop Computing Environments.

The following laptop/desktop environments describe the current state of NRC computing. Each laptop environment presents its own set of challenges for ensuring compliance, standardization, security, usability, and supportability. All these environments in varying degrees share common security requirements, software applications, and other traits. This set of common traits allow for the development of an agency-wide program that includes the technologies, policies and procedures to ensure laptop compliance, standardization, security, usability, and supportability.

*Dockable Laptops as Standard NRC Desktops.*
Although only some laptops are currently in use as desktop computers, all future NRC desktops will be mobile computer based. This will allow dockable laptops to be used within NRC office spaces as workstations and also be capable of removal for off-site standalone or secure remote computing use. For this reason, the Laptop Program must consider the requirements for laptops as future standard NRC desktops.

*The NRC Standard Desktop Environment.*
The NRC unclassified desktop environment is based on a standard image that includes the Microsoft XP Professional Operating System. The image also includes applications such as Microsoft Office, Adobe Acrobat, QuickTime, SecureZip, Internet Explorer, and other common office productivity software. Some offices require additional non-standard applications installed along with the standard image for business productivity. Local security software includes Symantec's Norton Anti-virus software and enterprise anti-spyware products are currently being considered for deployment. Future considerations also include card readers for hard token authentication on all desktops and the eventual upgrade to the Windows Vista Operating System. This will require new hardware and software requirements not available in our current desktop/laptop environment.

*Laptops as Classified and SGI Computing Environments.*
Safeguards Information (SGI) and classified information must remain isolated from networks that are not defined for their security level. Computers which store these information types are usually standalone or connected to a highly secure network. These restrictions present unique support and maintenance challenges for the Laptop Program.

## C.4 Project Scope.

The scope of this project shall be limited to the following NRC dockable, standalone, and portable computing environments for the Microsoft XP Professional Operating System:

- Standard laptop/desktop as provided by ICOD
- SGI laptop/desktop as provided by ICOD
- Classified laptop/desktop

Although the agency expects to upgrade to Microsoft Vista over the next few years, the Laptop Program will begin with Windows XP Professional as the standard platform and recommendations for Microsoft Vista shall only be noted for future consideration. Note that there are a few linux laptops in use, but these are outside the scope of this project.

## C.5 Project Requirements.

In accordance with the Office of Management and Budget Memo 7-18 ( OMB M-07-18) the following general requirements are included for this project:

a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on Windows XP systems using the Federal Desktop Core Configuration (FDCC). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.

b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC Windows XP desktop configuration unless otherwise directed. The preferred method for installing and uninstalling software is to use the Windows Installer Service in silent mode. The preferred location for program files is in the default "program files" directory.

c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

The contractor shall record the minutes of all scheduled project meetings. The minutes shall include the following:

- The names and titles of all parties attending the meeting
- The date of the meeting
- Discussion points relative to the project
- Any action items or follow-up commitments and assignments

The NRC expects the following activities to be performed by the contractor to satisfy the requirements of this project.

I. *Project Kickoff Meeting.*
The contractor shall meet with the NRC Project Manager and NRC Contract Officer to discuss project requirements, responsibilities, and expectations. Review of the requirements and deliverables will be discussed to solidify clarity and scope. This shall occur one week after award.

*Deliverables.*
The contractor shall meet with the Project Manager once every two weeks to discuss project status and issues. The contractor shall begin a continuing weekly status review document that shall include the minutes of each status review meeting plus a list of accomplishments, issues/topics for discussion, up-coming events, and action items to be included for each meeting.

II. *Project Plan.*
The contractor shall develop and provide a Project Plan to the Project Manager which includes a Project Schedule and a description of the activities required to satisfy each deliverable identified in this Statement of Work. The Project Plan shall be developed with input from and discussions with the Project Manager. The contractor shall develop the Project Schedule using Microsoft Project and maintain currency throughout this project.

*Deliverables: (Due 4 weeks after start of task and updated as required)**
Project Plan
Schedule

III. *Baseline Analysis.*
The contractor shall conduct a Baseline Analysis for each laptop/desktop environment. This analysis shall include the applications and versions that are included in the base image provided with each environment. The contractor shall also review the security architecture for each environment that includes software/hardware components and configurations. The contractor shall also determine the method(s) by which laptops are patched and maintained. The contractor shall develop this analysis based on meetings and conversations with stakeholders as well as documentation identified by the Project Manager.

The contractor shall develop a report, "*NRC Laptop Baseline Analysis*", as the final product of the Baseline Analysis. This report shall include the findings from the analysis performed for all three environments.

*Deliverables: (Due 6 weeks after start of task)**
Report, "*NRC Laptop Baseline Analysis*"
Consolidated collection of minutes
Any other relevant supporting documents

IV. *Requirements Analysis and Risk Assessment.*

The contractor shall conduct a Requirements Analysis and Risk Assessment to determine what is required to provide a comprehensive program capable of providing and maintaining laptop compliance, standardization, security, usability, and supportability. The contractor shall assess these requirements by the following activities:

- Review relevant federal and NRC documentation as identified by the Project Manager including, but not limited to, the following:

  - OIG-05-A-18 report "System Evaluation of Securty Controls for Standalone Personal Computers and Laptops," and the OIS response memo dated February 6, 2006;
  - OIG-05-A-14 report "System Evaluation of Listed Systems That Process Safeguards and/or Classified Information";
  - OMB-07-16 memo, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";
  - OMB-6-16 memo "Protection of Sensitive Agency Information";
  - OMB-7-11 memo "Implementation of Commonly Accepted Security Configurations for Windows Operating Systems";
  - Federal CIO Council document, "Executive Order 13103 on Computer Software Piracy," August 1999;
  - NRC MD 12.5, "NRC Automated Information Security Program"
  - NRC MD 12.6, "NRC Sensitive Unclassified Information Security Program"
  - NIST 800-53, Rev. 1, "Recommended Security Controls for Federal Information Systems"
  - DISA Security Technical Implementation Guides (STIGS)
  - Committee on National Security Systems (CNSS) policies and guidance
  - Region 4 memo to Edward Baker, "List System Security Plan and System Certification for Removable Hard Drives Used as the Sole Hard Drive in Stand-Alone Personal Computers and Laptops".

- Conduct a Risk Assessment. The Risk Assessment shall include vulnerabilities that are present for each NRC laptop computing environment. Examples of vulnerabilities may include the following:

  - Lack of laptop backup policies/procedures
  - No anti-spyware capability
  - Lack of central management
  - Laptops are not encrypted
  - No firewall protection
  - Secure configuration not validated prior to NRC login

The Risk Assessment shall include generic recommended options to mitigate each risk. There may be multiple mitigating options per risk.

- Conduct a Survey to determine industry best-practices and review other federal agency solutions (including DoD) for providing laptop support and security. The contractor may use reputable research groups, government periodicals, and other resources as well as direct contact to complete this survey.

*Deliverables: (Due 5 weeks after start of task)**
List of relevant NRC and federal documents
Risk Assessment including mitigating options and recommendations
Survey results.

V. *Laptop Program Recommendations.*
The contractor shall compile a comprehensive set of recommendations that will provide the NRC with a Laptop Program capable of providing and maintaining laptop compliance, standardization, security, usability, and supportability for all laptop environments. Each recommendation shall include a descriptor to reflect a current capability, near future capability, and the long-term projected Microsoft Vista capability. The contractor shall further describe each recommendation as either "hard" (must be implemented) or "soft" (could be implemented). Recommendations, therefore, shall be categorized in one of the following ways:

- Immediate/hard - must be implemented now;
- Immediate/soft - could be implemented now;
- Mid-term/hard - must be implemented as soon as the capability exists;
- Mid-term/soft - could be implemented as soon as the capability exists;
- Long-term/hard - must be implemented for the Vista operating environment;
- Long-term/soft - could be implemented for the Vista operating environment;

The contractor shall develop a comprehensive report, "*Recommendations for a Comprehensive NRC Laptop Program*", as the final product of the Laptop Program Recommendations in which the following concerns shall be addressed:

**COMPLIANCE:**
What must be implemented in order to comply with federal and agency policies and requirements? What methods can we use to manage software licensing? How can we ensure updates and security are maintained remotely (e.g., proxy service)? What C&A requirements must be completed for laptop use?

**STANDARDIZATION:**
What method(s) and procedures laptops/desktops are/should be used to ensure laptops/desktops are maintained and up to date? Can a single baseline image be developed with the capacity to support all laptop environments? Must we manage multiple images and, if so, how can this be done? What methods can be used to

manage desktops/laptops policies centrally?

**SECURITY:**
What policies and technologies policies must be implemented in order to reduce laptop/desktop vulnerabilities? How can an image be designed that will limit a user's capability for causing technical problems but still allow maximum usability? How can we ensure data security, image integrity, and laptop recoverability? Which applications and configurations will mitigate risks identified in the Risk Assessment? How do we ensure remote data communications is secure (e.g., wireless, wired)? What hardware should be considered, such as anti-theft hardware, Trusted Platform Module (TSP) chip technology, memory, disk drive, CPU, etc?

**USABILITY:**
What policies, methodologies, and technologies could be implemented to increase productivity? How can we handle office requests for special, non-standard applications (e.g., for web developers, judges, etc)? What procedures and features need to be implemented via SEAT that will make the Laptop Program attractive to our customers?

**SUPPORTABILITY:**
What policies, methodologies, and technologies could be implemented to provide support? Would some applications be better supported if they were served from a central server as opposed to locally installed? How can we maintain and report logging of desktop/laptop activities and what information should be captured? What methods are recommended to ensure recoverability of data after hardware failure and/or replacement? How can we provide services to standalone computing environments?

*Deliverables: (Due 12 weeks after start of task)**
Report, "*Recommendations for a Comprehensive NRC Laptop Program*"

VI. *Market Analysis.*
The contractor shall conduct a Market Analysis on the products recommended in the "*Recommendations for a Comprehensive NRC Laptop Program*" report and approved for review by the Project Manager to enhance laptop security and support. Market Analysis will include independent reviews, pricing information, and feature comparisons. The GSA SmartBuy Program should be considered when evaluating products and pricing. Unless otherwise directed by the Project Manager, three leading products shall be evaluated for each category.

*Deliverables: (Due 4 weeks after start of task)**
Market Analysis Report.

VII. *Detailed Design and Image Development.*
The contractor shall develop and document a Detailed Design for a Microsoft XP Professional Laptop Image as specified in the "*Recommendations for a Comprehensive NRC Laptop Program*" report. The contractor shall work with staff as directed by the

Project Manager to develop this image. Recommendations categorized as "immediate/hard" shall be incorporated into the image and the Project Manager will determine which "immediate/soft" recommendations are included in the image.

*Deliverables: (Due 6 weeks after start of task)**
Microsoft XP Professional Detailed Design Document

VIII. *Project Closeout.*
The contractor shall submit to the Project Manager the final and complete Laptop Program documentation in both electronic (Microsoft Office 2003 compatible) and in paper binder form. All documents due one week before the end of the contract. These include:

- Project Plan
- Schedule
- Report, "*NRC Laptop Baseline Analysis*"
- Consolidated collection of minutes
- Any relevant supporting documents
- List of relevant NRC and federal documents
- Risk Assessment including mitigation options
- Survey results
- Report, "*Recommendations for a Comprehensive NRC Laptop Program*"
- Market Analysis Report.
- Microsoft XP Professional Detailed Design Document

***All projected time tables are estimates and firm delivery dates shall be established by the NRC Project Officer. The contractor and NRC Project Officer shall determine project start dates during the Project Kickoff Meeting.**

## C.6 Period of Performance

The duration of the Delivery Order shall be ten (10) months: 10/01/2007 through 07/31/2008

## C.7 Staffing Requirements

The personnel considered for this contract will be familiar with relevant federal OMB guidelines for computing security have the following additional qualifications:

*Laptop/Desktop Architect.*
The Laptop/Desktop Specialist (LDA) shall have extensive experience and knowledge in the design and configuration of Microsoft XP laptop and desktop computing environments. The LDA must have experience and knowledge of Microsoft security architecture including configurations and settings. The LDA must have experience and knowledge of third party security software including local firewalls, antivirus, antispyware, and others. The LDA must have experience and knowledge in the development of a comprehensive security architecture for workstation/laptop environments.

*IT Support Specialist.*
The IT Support Specialist (ITSS) shall have extensive experience and knowledge in the design and development of IT support programs. The ITSS must have experience and knowledge of patch management and workstation/laptop standardization techniques. The ITSS must have experience and knowledge of maintaining desktop/laptop environments in both local and remote locations. The ITSS must be familiar with the unique requirements for operating in SGI and classified computing environments.

NRC FORM 187
(3-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

# CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

J1289

B. PROJECTED START DATE: 08/27/2007

C. PROJECTED COMPLETION DATE: 05/30/2008

2. TYPE OF SUBMISSION

- [x] A. ORIGINAL
- [ ] B. REVISED (Supersedes all previous submissions)
- [ ] C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

| A. DOES NOT APPLY | B. CONTRACT NUMBER | DATE |
|---|---|---|
| [x] | | |

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Laptop Program Development Project

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- [ ] YES (If "YES," answer 1-7 below)
- [x] NO (If "NO," proceed to 5.C.)

| | NOT APPLICABLE | NATIONAL SECURITY | | RESTRICTED DATA | |
|---|---|---|---|---|---|
| | | SECRET | CONFIDENTIAL | SECRET | CONFIDENTIAL |
| 1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION | [ ] | [ ] | [ ] | [ ] | [ ] |
| 2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER (See 5.B.) | [ ] | [ ] | [ ] | [ ] | [ ] |
| 3. GENERATION OF CLASSIFIED MATTER. | [ ] | [ ] | [ ] | [ ] | [ ] |
| 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION | [ ] | [ ] | [ ] | [ ] | [ ] |
| 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY | [ ] | [ ] | [ ] | [ ] | [ ] |
| 6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM | [ ] | [ ] | [ ] | [ ] | [ ] |
| 7. OTHER (Specify) | [ ] | [ ] | [ ] | [ ] | [ ] |

B. IS FACILITY CLEARANCE REQUIRED? [x] YES [✓] NO EMS

C. [ ] UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION

E. [✓] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA

F. [✓] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12

c. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY

| NAME AND TITLE | SIGNATURE | DATE |
|---|---|---|
| Thomas Rich, Director, OIS/ICOD | Kevin S. Paradiso for | 6/29/07 |

## 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

IT-1

## 8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

- [ ] AUTHORIZED CLASSIFIER (Name and Title)
- [x] DIVISION OF FACILITIES AND SECURITY

## 9. REQUIRED DISTRIBUTION OF NRC FORM 187 *Check appropriate box(es)*

- [x] SPONSORING NRC OFFICE OR DIVISION (Item 10A)
- [x] DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
- [x] DIVISION OF FACILITIES AND SECURITY (Item 10B)
- [x] CONTRACTOR (Item 1)
- [x] SECURITY CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

## 10. APPROVALS

SECURITY CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

| | NAME (Print or type) | SIGNATURE | DATE |
|---|---|---|---|
| A. DIRECTOR, OFFICE OR DIVISION | Thomas Rich, Director, OIS/ICOD | Kevin S. Paradiso for | 6/29/07 |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY | MARK LOMBARD Deputy Director | | 7/23/07 |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE, other agencies) | For Mary L. Scott | | 7/24/07 |

REMARKS

Attachment 3

**BILLING INSTRUCTIONS FOR**
**LABOR HOUR TYPE CONTRACTS**
**DR-33-07-371**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
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 and Property Management.

Agency Payment Office: Payment will be made by the following office:

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

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

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

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

## ATTACHMENT

## INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

## (SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period _____ to _____.

| | | Amount Billed | |
|---|---|---|---|
| | | Current Period | Cumulative |
| (f) | Direct Costs: | | |
| | (1) Direct Labor* | $_____ | $_____ |
| | (2) Travel* | $_____ | $_____ |
| | Total Direct Costs: | $_____ | $_____ |

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.