SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. ADM-07-454 — Order No. DR-10-07-454

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS35F4338D	09-28-2007	DR-10-07-454		06-28-2007

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Romena R. Moy	301-415-6207	07-13-2007 3:00 p.m.

9. ISSUED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts
Contracts Management Branch #1
Attn: Romena R. Moy, MS T-7I2
Washington, DC 20555

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [ ] SET ASIDE: % FOR:
  - [ ] SMALL BUSINESS
  - [ ] EMERGING SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
  - [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [x] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

U.S. Nuclear Regulatory Commission
Office of Administration
Attn: Karen Cudd, MS T-6E46

Washington DC 20555

16. ADMINISTERED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts
Contracts Management Branch #1
Attn: Romena R. Moy, MS T-7I2
Washington, DC 20555

17a. CONTRACTOR/OFFEROR — CODE D&B#014097146 — FACILITY CODE

BEARINGPOINT, LLC

1676 INTERNATIONAL DR

MC LEAN VA 221024832
TELEPHONE NO. 703-747-4354

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7I2
Attn: (NRC-10-07-454)

Washington DC 20555

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide all necessary guidance and recommendations (except as specified herein) and in accordance with the Statement of Work to implement the Homeland Security Presidential Directive-12 Program at the U.S. Nuclear Regulatory Commission (NRC). The NRC includes headquarters, regional sites, the Technical Training Center, and the Professional Development Center.				
0001	Consulting Services (09/28/07 - 01/31/08)	[redacted]			$404,298.73
0002	Option I - HSPD-12 Badges and Related Services (02/01/08 - 01/031/09)	[redacted]			$362,343.80

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
B&R: #74015-5B1116 Job Code: #H1207 BOC: # 252A
Appropriation: #X0200 OBLIGATE: $404,298.73

26. TOTAL AWARD AMOUNT (For Govt. Use Only): $404,298.73

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [x] 29. AWARD OF CONTRACT: REF. Bearingpoint Quote OFFER DATED July 27, 2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): ROMENA R. MOY, CONTRACTING OFFICER

31c. DATE SIGNED: 9-28-07

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITIONS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212(a)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

A.2 STATEMENT OF WORK

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) CONSULTING PROJECT

A. OBJECTIVE

To provide the NRC with guidance and recommendations on how best to structure and implement its HSPD-12 program based on NRC requirements, industry best practices, and past lessons learned.

B. BACKGROUND

The Federal government is required to comply with HSPD-12, which states that security be enhanced to provide adequate access control to government facilities and Information resources. The NRC is negotiating with the General Services Administration (GSA) to provide some or all of these HSPD-12 services. These services include

- identity management system (IDMS)
- enrollment process
- 3rd party card printing
- card issuance
- card activation process
- card management

The NRC may choose to provide some services in-house. The NRC must replace or upgrade all physical access control systems to include the capability of reading HSPD-12-compliant cards. These cards must include PKI certificates readable by the NRC IT infrastructure and be compatible with the Federal Bridge.

The NRC includes headquarters, regional sites, the Technical Training Center (TTC), and the Professional Development Center (PDC). All NRC sites must be physically protected using the HSPD-12 solution. The majority of these sites have GSA as the landlord. However, the NRC will need to provide its own HSPD-12 solution for its space.

The HSPD-12 card will provide the certificate required to access physical space as well as to authenticate to the NRC network. As such, the HSPD-12 solution must be compatible with the IT infrastructure.

In addition, the Office of Administration (ADM) uses a program called the Integrated Personnel Security System (IPSS) that includes the adjudication process, the drug testing program, agency infractions, classified visitor information, temporary badges, and other personnel support functions. The NRC would like to explore the options for including these IPSS functions within the new HSPD-12 system.

C. REQUIREMENTS

The contractor must have expert knowledge and experience in the following areas:

- HSPD-12 architecture
- GSA HSPD-12 offerings
- Related Federal requirements and documents involving HSPD-12 (FIPS-201-1, Privacy Act, memos, NIST documents, etc.)
- HSPD-12 GSA testing requirements and processes
- enrollment and activation technology for HSPD-12
- PKI certificates, biometric technologies
- Federal Bridge PKI infrastructure
- logical access control systems (LACS) compatible with HSPD-12
- physical access control systems (PACS) compatible with HSPD-12
- directory systems integration (PACS middleware, LDAP, identity management)
- Excellent skills in writing government policies and procedures
- PACS hardware including card readers
- biometric readers both at the keyboard and the door reader
- biometric capture technologies, storage algorithms, including image and minutiae, and data models

Any products recommended under this contract shall be HSPD-12-compliant and IPv6-compliant or upgradeable to be IPv6-compliant.

1. **General Requirements**

The contractor shall begin this project with a kickoff meeting to discuss the overall project and expectations. The contractor shall develop a project plan and management plan, which lays out the overall schedule, plan, and management approach for this engagement.

The contractor shall rely on industry best practices, information gathered by stakeholders as identified by the project manager, and HSPD-12-related Federal and NRC documentation. Minutes shall be taken by the contractor and provided to the Project Manager on a regular basis and provided as a final compilation at the end of the project. The Project Manager shall be included in all stakeholder meetings.

The contractor shall meet with NRC key personnel to discuss project requirements and expectations. This meeting shall include scheduling issues, outline roles and responsibilities, discuss milestones, and other project issues.

The contractor shall research and analyze various sources of information to determine NRC requirements for HSPD-12. This shall include preparing and conducting interviews with NRC key personnel as identified by the NRC project officer. Minutes of each meeting shall be recorded by the contractor and distributed to attendees. The contractor shall consolidate information gathered to determine NRC HSPD-12 requirements.

The contractor shall prepare the final analysis and recommendations based on the information discerned through interviews and research.

Several specific areas shall be addressed in deliverables by the contractor during this contract.

a. Lessons learned from past HSPD-12 experience.

Provide lessons learned documents and information from other projects concerning HSPD-12, physical access control systems (PACS), and logical access control systems (LACS).

b. Based on requirements, best practices, and lessons learned from the implementation of physical and logical access control systems provide:

1. Overall strategy for how the NRC should best proceed with development and implementation of its HSPD-12 program. Provide the logical steps to follow.

2. Identify key/critical components the NRC must address and include for a successful HSPD-12 program.

3. An overall high-level implementation plan and schedule for agency physical and logical access control HSPD-12 program.

Analyze NRC's current systems and determine the requirements for providing HSPD-12 compliance. Examine the business processes for identity proofing, providing credentials, and building and system provisioning (PACS and LACS). This information will be gathered via interviews and documentation with stakeholders (including HR, OCFO, ADM/DFS/PSB, ADM/DFS/FSB, ADM/DFS, regional sites (including PDC, regions, TTC, and others as determined by the Project Manager), OIS, and others to be determined by the Project Manager).

4. Research the systems used to support the hiring and adjudication process for both employees and contractors, provide an inventory of these systems, a description of these systems, the data involved, and the authoritative source for this data.

5. Provide workflow diagrams and document the following processes:

- current business processes for hiring NRC employees, contractors, and foreign assignees
- information sharing by the stakeholders and the systems involved
- list the data stores currently required to support or provide access to LACS and PACS for employees, contractors, and foreign assignees and include the authoritative source of this data
- provide the logical information flow between the data stores that can used to identify points for streamlining business processes

6. Create flowcharts and documentation for overall HSPD-12, PACS, and LACS system within all NRC sites.

7. Analyze regional, technical training center, and off-site locations and how they will work within the Headquarters' overall HSPD-12, PACS, and LACS systems.

8. Perform a requirements analysis and document any gaps.

9. Review current policies and procedures and modify them as needed for the new HSPD-12 process.

10. Develop options for implementation.

11. Identify consideration and decision points.

12. Develop implementation strategy for end-to-end solution.

13. Provide options and a recommended path forward (business case).

c. Recommend service architecture between NRC and GSA. Determine which services are in NRC's best interest to remain in-house or to out-source to a Shared Service Provider (SSP).

1. Provide a cost analysis including support requirements (FTE, space requirements, hardware/software costs, training) for full SSP solution, for hybrid SSP solution, and for full NRC solution without SSP.

2. Ensure that the recommendation meets the architecture requirements for HSPD-12 provided by the Federal government.

3. Provide recommendation for providing credentials for all NRC locations.

4. Discuss areas for possible hybrid integration with GSA:

- certificate issuance (NRC has Verisign at NRC and GSA has Entrust)
- identity management (IdM)
- card management

5. What are the options and implications for each one or a combination of the hybrid integration possibilities with GSA?

d. Logical and Physical Access Control Systems (LACS and PACS)

1. Recommend a best-fit solution for the NRC physical access control system (PACS).

- roll-based access rights for PACS system
- middleware compatibility with NRC IT infrastructure (directory systems, PKI infrastructure)
- include logistics for deployment
- how to set up the PACS using HSPD-12-compliant software and hardware
- how to run the PACS effectively
- how to integrate with IPSS (or its replacement)

2. Recommendations on replacing or upgrading current PACS and Integrated Personnel Security System (IPSS).

3. Examine validation technologies for HSPD-12 readers (e.g., biometrics, pin pad, proximity).

4. Examine alternatives for short-term badging (less than 6 months) with building access only that may not be given a full HSPD-12 badge.

5. Examine physical entry points and the use of turnstiles or handheld technology.

6. Discuss alternatives for visual recognition of clearances on the badge - blue, yellow, or red.

7. Examine ways to recognize non-NRC First Responder HSPD-12 badges.

8. Write full plan for effective perimeter control.

9. Recommend HSPD-12 solutions that are compatible with NRC's infrastructure and the physical access solution.

10. Recommend card reader authentication solutions to the NRC network.

11. Provide hard token (e.g., card, USB device, etc.) recommendation for Level 4 assurance access for external partners.

D. PLACE OF PERFORMANCE

The work performed under this order shall be performed at NRC Headquarters, located at the White Flint North facility, located at 11545 Rockville Pike, in Rockville, Maryland and at the contractor site.

E. TRAVEL

Travel shall be limited to local travel only.

F. PERIOD OF PERFORMANCE

The period of performance of this contract shall be 4 months from the effective date of order. If exercised, the option period will be 12 months from effective date of option exercise.

G. ESTIMATED LEVEL OF EFFORT

The estimated level of effort for this contract is 3960 staff hours.

H. SUBMISSION OF DELIVERABLES

The items to be furnished shall be delivered with all charges paid by the Contractor to:

Karen Cudd, Project Manager (1 copy)
U.S. Nuclear Regulatory Commission
Office of Administration
11555 Rockville Pike

Mail Stop: T6-E46
Rockville, MD 20852
Telephone: 301-415-6554
Email Address: KJC1@nrc.gov

Contracting Officer (1 copy)
Office of Administration
Division of Contracts
Mail Stop: T-7 I2
Washington, D.C. 20555-0001
Telephone: 301-415-6207
Email Address: RRM3@nrc.gov

I. FORMAT OF DELIVERABLES

All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary. The format of deliverables shall be consistent. Unless the ADM Project Manager approves an exception, the Contractor shall provide all deliverables in MS Word, MS Project, MS Visio, or MS Excel.

Each deliverable shall be submitted first in draft to the ADM Project Manager for review. ADM shall have five working days to review each draft deliverable and respond with comments or approval. Within three working days of approval by ADM of the original draft or the corrected draft, the deliverable shall be delivered in final form to the ADM Project Manager and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the ADM Project Manager.

If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall contact the ADM Project Manager and NRC Contracting Officer via e-mail or telephone, indicating the cause of delay and the proposed revised schedule, to include the impact on the project. The NRC Contracting Officer is the only individual authorized to make any changes to the scope of work, schedule, or cost. Therefore, should any of these items require a change; it shall be brought to the Contractor's attention that approval shall be obtained from the NRC Contracting Officer, via a modification to the contract.

J. CONTRACTOR RESPONSIBILITIES

The services performed under this requirement by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor and sub-contractor personnel. The Contractor is responsible for its personnel's proper conduct and performance under this requirement.

A.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

A.4 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

A.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty days prior to completion of the performance period.

A.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days prior to completion of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year.

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 2052.215-70 KEY PERSONNEL (JAN 1993)

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

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.10 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name:	Karen Cudd
Address:	U.S. Nuclear Regulatory Commission Office of Administration 11555 Rockville Pike Mail Stop: T6-E46 Rockville, MD 20852
Telephone:	301-415-6554
Email Address:	KJC1@nrc.gov

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

A.11 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

A.12 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

A.13 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.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 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services

that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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