

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGE

1

17

2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10-08-373M001	5. PROJECT NO.(if applicable)
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6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Contract Management Branch No. 1 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Robin T. Barnes Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SUNTIVA, LLC SUNTIVA EXECUTIVE CONSULTING 7600 LEESBURG PIKE STE 305 E FALLS CHURCH VA 220432004	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-DR-10-08-373 Modification.001
	X	10B. DATED (SEE ITEM 13)
CODE DUNS167032239	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	B&R: 84015-5B1308 JCN: D2360 BOC: 252A Apprn: X0200 Obligation: \$231,192.00 DUNS: 167032239
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) A.11 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of modification 001 to NRC-DR-10-08-373 is to 1) change the Project Officer from Christine Sihag to Sharlene McCubbin, 2) add incremental funding in the amount of \$231,192.00 3) update the Statement of Work to reflect the following: change in key personnel from Frank O'Lenick to Diane Hensley, ability of Contractor to take copies to their own facility, and update SUNSI provisions, and 4) add CLIN003 for travel required within the Regional Offices and the Technical Training Center (TTC) in Chattanooga.
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Modification continued on the next page

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey L. McDermott Contracting Officer	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/08
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NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
CONTINUATION PAGE**

PAGE NO.
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CONTRACT NO.
NRC-DR-10-08-373

ORDER NO.

MODIFICATION NO.
M001

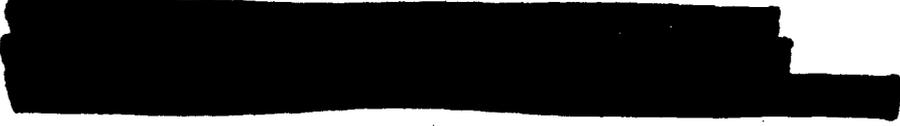
14. DESCRIPTION OF AMENDMENT/MODIFICATION (CONTINUED)

- 1) This order updates Section A.11 2052.215-71 Project Officer Authority (November 2006) (a) to the following: "The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is: Sharlene M. McCubbin
Mail Stop: TWB-01-10M
Rockville, MD 20852-2746
- 2) This order obligates FY08 funds in the amount of \$231,192.00, therefore increasing the obligated amount by \$231,192.00 from \$225,000.00 to \$456,192.00. The following is a summary of obligations from the date of award through the date of this action:
FY08 Obligations: \$456,192.00
Total NRC Obligations: \$456,192.00
- 3) This order hereby replaces the previous Statement of Work in its entirety and incorporates the attached Statement of Work with changes highlighted regarding copies of documents and transfer of SUNSI information per verbal 3/19/2008. Additionally, this order incorporates clause 2052.215-70 KEY PERSONNEL (JAN 1993), attached, and
- 4) This order hereby provides CLIN003 for required travel within the Regional Offices and the Technical Training Center in Chattanooga, TN. Current travel required and authorized for 9/23-25/2008 to review the TTC's files. Authorized travel Not to Exceed (NTE) \$1,000.00 and will be reimbursed on actual expenses incurred. The CLIN003 for travel is included within the base ceiling of \$456,192.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT

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:



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.

PERFORMANCE WORK STATEMENT (PWS)

CONTRACTOR SUPPORT SERVICES FOR NRC FILE REVIEWS OF INTERAGENCY AGREEMENTS (IAAs)

BACKGROUND

The Nuclear Regulatory Commission's (NRC) Office of Administration, Division of Contracts (DC) is responsible for oversight of NRC program office project work obtained via interagency agreement (IAA) with – a) the Department of Energy (DOE) and its contractors, laboratories, technology centers, or DOE employee-operated facilities; and b) with other Federal agencies. Consequently, DC is responsible for conducting ongoing reviews of NRC program office files related to the project work performed by DOE, and/or other Federal agencies. Such reviews serve to ensure that NRC program offices are in compliance with all applicable regulations, and that they adhere to sound contract management principles, policies, and procedures in the award, administration and close out of DOE IAAs, and also IAAs with other Federal agencies. The ongoing file reviews fulfill the requirements as set forth in NRC Management Directive (MD) Handbook 11.7, NRC Procedures for Placement and Monitoring of Work with the US Department of Energy (DOE) and serve to ensure that execution and administration of the project work is conducted in accordance with applicable MD guidelines. A similar file review requirement has been established for NRC IAAs with other Federal agencies as set forth in MD 11.8, NRC Procedures for Placement and Monitoring of Work with Other Federal Agencies Other than DOE. Project file reviews are conducted using the appropriate MD (11.7 and/or 11.8) file review *Checklist* – (see attached, Exhibit 5 in MD 11.7; and Exhibit 9 in MD 11.8).

The file reviews will ultimately serve to improve the accuracy and adequacy of project file documentation and to reduce the occurrence of future problems with regard to the legal sufficiency of the IAAs. They will also provide NRC's program offices with constructive feedback by – a) identifying specific findings; and b) putting forth recommendations for improving the overall management of NRCs IAAs. The file reviews and subsequent reports will assist NRC program offices in managing work that is placed with DOE laboratories and with other Federal agencies.

SCOPE OF REQUIREMENT/OBJECTIVES

The *Federal Acquisition Regulation (FAR)* Part 37 requires the use of performance-based (PBA) methods for acquisitions for services, to the maximum extent practicable. The NRC envisions the use of the PBA methodology for this support services acquisition because: a) the contractor's primary purpose is to perform identifiable tasks; b) measurable performance standards can be employed – e.g., quality, timeliness, quantity, etc., and c) a method for assessing the contractor's performance against such performance standards can be used.

The objectives of the requirement are as follows:

For 2008 (12/14/07 – 12/13/08), and again in 2009 (12/14/08 – 12/13/09), the contractor shall be responsible for –

1. producing a yearly master milestone *Schedule* for all the files reviews to be conducted in each year (2008 and 2009).
2. performing eighty (80) file reviews in each year (using the appropriate MD Checklists as a comprehensive guide) covering the project work of eight to ten (8-10) NRC offices;
3. producing eighty (80) file review *Draft* and *Final reports* in each year, using the *Cover Memorandum* format to outline – a) the specific files that were reviewed for each Program Office, with corresponding file numbers and titles of each IAA project; b) specific findings pertaining to each file review; c) specific recommendations as to the proper corrective action(s), if any, to be taken by the Program Office(s); and d) specific corrective actions that should be implemented by the Program Office(s) for each project file reviewed in order to bring the file into compliance with the applicable MD; and
4. performing *Follow-up reviews*, at the end of each performance period for years 2008 and 2009, which will involve revisiting each of the eighty (80) files reviewed in each year to examine the extent to which all corrective action had been implemented by the Program Offices and the files brought into compliance with the applicable MD.

The contractor shall review the files for all the items as listed on the *MD Checklists*, which include, but are not limited to, such issues as the extent to which the NRC program office performed an analysis and a written determination regarding avoidance of potential contractor organizational conflict of interest (COI) issues (1); the extent to which any such COI issues were mitigated or eliminated; the extent to which the program office evaluated and used past performance information for each IAA awarded, the degree to which IAA deliverables (such as monthly progress/status reports) and all due dates were clearly defined in the IAA file's Statement of Work (SOW), and the extent to which performance-based acquisition techniques (PBA) were employed for the IAA awards, where practicable.

- (1) *COI issues* may include, but are not limited to, any potential for the servicing agency or any of its contractors to: a) give biased results to the NRC; or (b) obtain an economic advantage from information acquired while working on any NRC project.

The NRC estimates that this effort will require two (2), full-time contractor employees – e.g., approximately 40 hours per week, to accomplish this ongoing requirement. The NRC envisions a contract with a one-year base; and a one-year option.

DELINEATION OF TASKS – (NRC/DC and the Contractor)

A. The NRC/DC and/or NRC Program Office Tasks:

After the date of contract award, NRC/DC will provide the following:

1. A list of eighty (80) IAA files to be reviewed in year 2008 (and again, eighty (80) IAA files to be reviewed in year 2009), which will include the name of each program office (with point of contact names) which houses and manages each particular project file;
2. A sample *Schedule* (see *Attachment 1*, which will be provided to the contractor for purposes of familiarizing the contractor with the usual steps in the NRC IAA file review process;
3. The DC Project Officer will provide the contractor with an orientation at contract start-up to familiarize contractor personnel with pertinent information that they will need in order to become familiar with the project – e.g., sample documents;
4. A meeting with the contractor, each year (2008 and 2009), to discuss the contractor's responsibility for formulating a milestone *Schedule* for accomplishing each phase of the entire file review requirement in each year;
5. A supply of accordion files appropriate to hold the paperwork associated with each file review; contractor may use its own laptop computers to record information that they will need to write the Draft and Final reports for each file;
6. Hard/electronic copies of the MDs (11.7 and 11.8);
7. Explanation of the contents of the MDs – Sections; Exhibits, etc. and how they are employed for conducting the file reviews;
8. Hard/electronic copies of the *MD Checklists* (11.7 and 11.8);
9. Hard/electronic sample copy of the NRC *Cover Memorandum* (to serve as a general format to be used in writing the *Draft* and *Final* reports – e.g., findings, recommendations, and corrective actions to be taken). Sample *Cover Memoranda* also contain language that conforms to NRC's policy and statutory framework and will be helpful to the Contractor in writing its future documents – the *Cover Memoranda* shall be addressed to Program Office Directors [names to be provided] from the NRC/DC Director [name to be provided];
10. The NRC/DC Project Officer will accompany the contractor to each program office on the first visit;
11. The NRC/DC Project Officer will provide initial help with the *Schedule* and its distribution – e.g., interacting with the Program Office Coordinators on behalf of the Contractor to set up the *Schedule*;
12. The Contractor will be given advance notice of any NRC/DC and/or program office meeting(s) that require the contractor's attendance;
13. The NRC/DC Project Officer will perform oversight of contract deliverables – e.g., review the contractor's *Draft*, revised *Draft*, *Final reports*, and *Follow-up* review reports before they are transitioned to the Program Offices from the NRC/DC Director.

B. The Contractor's Tasks:

1. By March 30, 2008, and again in 2009, the contractor shall provide NRC/DC Project Officer with a master milestone *Schedule* – comprised of a separate *Schedule* for each Program Office listing the tasks and their timeframes for all of the files to be reviewed for the year – (see *Attachment 1*). A copy of the pertinent portion of the contractor's master *Schedule* shall also be provided to each applicable Program Office. [The Contractor may work on the files that belong to several of the Program Offices simultaneously. [The *Schedule* is envisioned to be a flexible tracking tool for the Contractor to use in keeping the DC Project Officer and Program Offices properly informed of timeframes. The Contractor

may adjust its *Schedule* timeframes to adequately accommodate the time it will take for the NRC/DC Director to perform their reviews of *Draft* and *Final* reports.]

2. The contractor shall be responsible for monitoring and managing the on-going work process, interfacing with the NRC Program Offices and with the NRC/DC Project Officer, as necessary, in order to ensure that all deliverable dates are accomplished in accordance with the *Schedule* and that the entire project progresses to completion in a timely fashion. Dates on the *Schedule* shall be filled in by the Contractor as the work requirement progresses and milestones are accomplished. Updates to the *Schedule* shall be distributed to both the NRC/DC Project Officer and to the appropriate Program Office to which each update pertains. If adjustments need to be made to any *Schedule* date(s), the contractor shall consult with and notify the pertinent parties of the changes – e.g., revision to *Schedule* via e-mail and/or hard copy notification. The following is an example of the timeframes which shall appear in the contractor's *Schedule* – this outline corresponds to *Attachment 1*:

- a. Dates the contractor will begin to copy file materials for each Program Office – (once the initial *Schedule* for each Program Office is set up with dates for the copying, reviewing, and writing the reports). The Contractor will contact Program Offices Coordinators directly for purposes of scheduling all activities pertinent to the file reviews – e.g., via e-mail, telephone, etc.
- b. Dates the contractor will, in accordance with the *Schedule*, issue e-mail notices to Program Offices for purposes of scheduling suitable dates for copying files and file reviews to begin within each Program Office – contractor shall issue response deadline dates to each Program Office and monitor Program Office compliance;
- c. Dates the contractor receives confirmation from Program Offices regarding when file reviews may begin in each Program Office;
- d. Dates the contractor will assist each Program Office in assembling files in a suitable and accessible NRC location (specific location to be noted);
- e. Dates the contract will begin reviewing files for each specific Program Office – using the appropriate *MD Checklist*;
- f. Dates the contractor will convene exit interviews with the Program Offices whose file reviews have been completed – using file review *MD Checklists* as a guide;
- g. Dates the contractor will write a separate *Draft* report addressed to each Program Office from the NRC/DC Director, citing the files that were reviewed with file numbers/titles, outlining the results of each file review with findings, recommendations, and corrective actions to be taken – using *Cover Memorandum* format;
- h. Dates the Contractor will provide NRC/DC Project Officer a *Draft* report for review, with an attached copy of each corresponding file review *MD Checklist*;
- i. Dates the contractor expects to incorporate NRC/DC Program Officer comments, if any, into the *Draft* report;
- j. Dates the contractor expects to provide *Draft* reports to Program Office(s) for comment;
- k. Dates the contractor expects to receive comments, explanations/ corrective actions, if any, from the Program Office(s) to be incorporated into the *Draft* reports;

- l. Dates the contractor expects to write revised *Draft* report(s) after incorporating Program Office comments/explanations;
- m. Dates the contractor expects to resubmit revised *Draft* reports to NRC/DC Project Officer for review;
- n. Dates the contractor expects to receive NRC/DC Project Officer comments, if any, on revised *Draft* report;
- o. Dates the contractor expects to write each *Final* report;
- p. Dates the contractor expects to submit each *Final* report to NRC/DC Project Officer for review;
- q. Dates the contractor expects to submit *Final* reports to each Program Office Director, including a due date for each Program Office to complete their office's corrective actions – timeframes to be discussed with NRC/DC Project Officer and the contractor each year;
- r. Dates the contractor expects to receive corrective action response memorandums from each Program Offices, notifying NRC/DC Director that the corrective actions have been successfully completed;
- s. Dates the contractor expects to schedule *Follow-up* reviews to ensure that all correction actions that had been cited in the Program Offices' corrective action memorandums have been completed by the Program Offices;
- t. Dates that *Follow-up* reviews will begin and conclude for each Program Office, if applicable – if findings/recommendations/corrective actions had been previously noted;
- u. Dates the contractor expects to write final e-mail notifications to the Program Offices at the conclusion of each year's review of files.

Since the NRC permanent, original project files may not leave the NRC premises, the contractor shall be required to copy pertinent project file documentation at each NRC Program Office site in locations as designated by each NRC Program Office Coordinator. Then hand carry such documents (in accordance with NRC documents handling policies – see Section entitled, "Sensitive Information" below) to the contractor's facility or review, or to any contractor employee home office;

3. The contractor may also write the *Draft* and *Final* reports at his own facility;
4. The contractor shall be required to possess substantive knowledge of Federal government contractual agreements based upon the *Federal Acquisition Regulation* (FAR), particularly FAR Part 17. 5, regarding Interagency Acquisitions and with general and standard Contracting Officer Technical Representative (COTR) responsibilities, since the contractor will be reviewing NRC Project Manager files, similar to that which is done for a Federal government Procurement Management Review (PMR), where a PMR reviewer would review the work of a Contract Officer/Specialist. The contractor shall possess superior writing, analytical and research skills sufficient to understand and utilize the NRC sample materials – e.g., NRC's MDs; sample reports, etc. in order to produce high quality documents that are understandable and that cite the proper sections of the MDs, as necessary, to support findings, recommendations and corrective actions. The contractor shall be required to read, comprehend, and to make determinations on the substance of the information as written in the individual file documents – for purposes of determining whether or not the file documentation is adequate and in compliance with the appropriate MD – (not merely checking that the appropriate document exists in the file – e.g., by title, etc.); the contractor shall also become familiar with the MDs and to be able to use them during the

- course of each file review to document deficiencies in the file documents by quoting the appropriate section of the MDs. The contractor's being able to cite the appropriate sections of the MDs for purposes of substantiating any findings, recommendations and/or corrective actions is paramount;
5. After the contractor has compiled all of the facts pertinent to each file review, the contractor may write each *Draft* and *Final* report at its own facility;
 6. The contractor shall be expected to attend meetings with NRC program offices and/or DC staff as requested – e.g., such meetings may include, but are not limited to, facilitating NRC office cooperation/assistance for accomplishing the goal of timely completion of the required file reviews in each year;
 7. All file reviews and their *Final* reports shall be completed and issued in final form to all Program Offices by September 30, 2008; and by the same date in 2009 – in accordance with the *Schedule* as prepared by the contractor (contractor will have control over the management of its *Schedule* and is expected to use its best judgment for the efficiency of completing the work);
 8. Although the contractor may perform *Follow-up* file reviews and complete the finalization notifications to the Program Offices throughout the entire year of each period of performance, all *Follow-up* reviews and their final written e-mail notifications shall be completed no later than December 13, 2008, and by the same end of period of performance date in 2009 – in accordance with the *Schedule* as prepared by the contractor.

CONTRACT DELIVERABLES

In each year (2008 and 2009), the deliverables required under the contract shall include the following items: a) a *Schedule*; b) a review of eighty (80) project files (using the *MD Checklist* for each file reviewed; c) a *Draft* and a *Final* report (using the *Cover Memorandum* format for each project file reviewed; and d) a *Follow-up* review for each project file reviewed, with a concluding e-mail notification to Program Offices.

METHOD OF PERFORMANCE SURVEILLANCE

Random sampling is the most frequently used method of services contract surveillance. The sample is used to determine if the contractor's level of performance is acceptable. Acceptance sampling is done to determine a course of action by the NRC/DC Project Officer – e.g., whether to accept or reject the contractor's deliverables (*MD Checklists*; and; *Draft/Final* reports associated with each file review) within the performance period and as set forth in the contractor's *Schedule*. If NRC/DC rejects performance deliverables, certain corrective actions will be initiated (see below). If NRC/DC accepts performance deliverables, no action will be taken. Since the contractor shall submit all deliverables to the NRC/DC Project Officer, NRC inspection of all contract deliverables will be performed at the NRC site.

Random quality assurance inspections will be performed by the NRC/DC Project Officer or the designated alternate. The NRC/DC Project Officer will employ both a *quality* and a *timeliness* performance standard in monitoring the required contract deliverables. *Quality* means *completeness* and *accuracy* of all the findings that are to be recorded using the *MD Checklist* for each file reviewed; and the information as written in the *Draft* and *Final* reports for each file reviewed (there should be a direct correlation between the

information as recorded in the MD Checklists and the information as finalized in the *Draft/Final* reports). *Quality* and *accuracy* of the written *Draft* and *Final* reports is of paramount importance and they should substantively and clearly explain the crux of the deficiencies that exist in the documents being reviewed for each file, citing the appropriate MD section that applies to the finding, recommendation and corrective action to be taken by the Program Office.

The reports shall be written using proper grammar, sentence structure, punctuation, subject/verb agreement, spelling, and overall clarity. The Contractor shall be expected to meticulously proofread its own work. Reports must convey information in a completely logical and understandable manner.

Timeliness means *adherence to the Schedule* – to ensure that the contractor is meeting the Schedule milestone dates.

PERFORMANCE STANDARDS

In accordance with FAR 37.6, Performance-based Acquisition, performance standards are established for purposes of setting performance level(s) as required by the Government in order to meet contract requirements.

Performance standards and measures for this requirement are as follows:

Performance Objective	Performance Standard	Method of Assessment
1. Schedule (file reviews for 2008 and 2009)	Timeliness (delivery of the Master <i>Schedule</i> ; and adherence to all <i>Schedule</i> due dates)*	Random Sampling
2. Review of 80 project files	Quality/Timeliness (completeness and accuracy of <i>MD Checklists</i> for each file)*	Random Sampling
3. Reports for 80 project files	Quality/Timeliness (completeness and accuracy of <i>Draft/Final</i> reports using <i>Cover Memorandum</i>)*	Random Sampling
4. <i>Follow-up</i> Review for 80 project files (includes final e-mail notification to Program Offices)	Quality/Timeliness (completeness and accuracy of <i>Follow-up</i> review)*	Random Sampling

*Priority 1 – Project file reviews adhere to *Schedule*; and *MD Checklists*; *Draft/Final* Reports are timely, complete, accurate and well written = 100%

Priority 2 – 20% late and/or incomplete, inaccurate, or poorly written deliverables
= 95%**

Priority 3 – 35% late and/or incomplete, inaccurate, or poorly written deliverables =
90%**

**Percentages shall be applied against the total number of file reviews per Program Office. If contract deliverables within any random sampling period fall within the *Priority 2* range, the contractor will be issued a cure notice by the NRC/DC Project Officer, which will allow the contractor a period of fifteen (15) days of the date of the cure notice to remedy the nonconforming contract deliverable(s), which correction shall be without additional cost to NRC in accordance with FAR 46.407, Nonconforming supplies or services. (Any changes that NRC staff makes to the contractor's *Draft/Final* reports which are considered, by NRC, to be part of the usual and required NRC/DC Project Officer and Program Office review process shall not constitute a breach of the performance standard(s)) – (such changes may include clarifications to findings regarding, for example, missing file documentation which would then result in a change to a finding or recommendation once the missing documentation is provided, etc.). If any of the contract deliverables, within any random sampling period, fall within the *Priority 3* range, the NRC contracting officer will apply a price/fee reduction to the contractor's invoice for the period in which the nonconforming services were rendered. The contract will be modified to provide NRC with an equitable price reduction or other consideration.

PROJECT OFFICER/PROGRAM OFFICE CONTACTS

The name, address location, and contact information of the NRC/DC Project Officer and each Program Official coordinator will be provided to the contractor at the time of award.

SECURITY

The contractor personnel who will work on the NRC site will be required to undergo a background investigation for building access.

SENSITIVE INFORMATION

The contractor shall be responsible for the protection of all NRC documentation in its possession during the course of contract performance in accordance with the procedures as set forth in NRC's policy entitled Sensitive Unclassified Non-Safeguards Information (SUNSI) Handling Requirements for Proprietary Information, as incorporated into this contract – see attached.

SUNSI Groups	Applicable Document Categories
Allegation Information	<ul style="list-style-type: none"> • Confidential Allegation Information • Sensitive Allegation Information
Investigation Information	<ul style="list-style-type: none"> • Office of the Inspector General (OIG) investigation-related documents • Office of Investigations (OI) investigation-related document
Security-Related Information	<ul style="list-style-type: none"> • 10 CFR 2.390 Information • Licensee-submitted information that may qualify as Critical Infrastructure Information as defined by other agencies including – <ul style="list-style-type: none"> - Critical Energy Infrastructure Information (CEII) – Federal Energy Regulation Commission (FERC) - Sensitive Security Information (SSI) – Transportation Security Administration (TSA) • Information that could be useful, or could reasonably be expected to be useful to a terrorist in a potential attack that does not qualify as Safeguards or Classified Information (see Staff Guidance for Screening Documents for Information that Could be Useful to a Terrorist) • Sensitive Homeland Security Information – Department of Homeland Security (DHS) to define
Proprietary Information	<ul style="list-style-type: none"> • Trade Secrets or Confidential Commercial or Financial Information. • INPO Private – Institute of Nuclear Power Operations (INPO) • Source Evaluation Proprietary Data
Privacy Act/Personally Identifiable Information	<ul style="list-style-type: none"> • Privacy Act - All Information contained in a Privacy Act System of Records (see the "Privacy Act System of Records Notice"). • Personally identifiable Information (PII) - All information that can be used to distinguish or trace an individual's identity. <p>PII Relationship to Privacy Act - Only PII that is part of a Privacy Act system of records will be protected by the provisions of the Privacy Act. Therefore, while some PII may be considered Privacy Act information, not all of it is. PII that is contained in documents, files, or databases not part of a system of records will not receive the specific benefits of this legal protection but is to be treated in accordance with applicable agency policy for handling sensitive information.</p>
Federal-, State-, Foreign Government- and International Agency-Controlled Information	<ul style="list-style-type: none"> • Information not to be released to foreign nationals without the permission of the author or originating agency (NOFORN) • Not For Public Disclosure Under Terms of the Joint Convention on the Safety of Spent Fuel Management and the Safety of Radioactive Waste Management

	<ul style="list-style-type: none"> • Law Enforcement Sensitive (Federal & State Law Enforcement Agencies) • For Official Use Only (FOUO) – Department of Defense (DOD) • Official Use Only (OUO) – Department of Energy (DOE) • Unclassified Controlled Nuclear Information (UCNI) – DOE • Naval Nuclear Propulsion Information (NNPI) – DOE • Sensitive but Unclassified (SBU) – Department of State (DOS) • Government-Controlled Information • Foreign Government-Controlled Information • State Agency-Controlled Information <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>After developing the SUNSI policies contained in this website we became aware of possible conflicts between it and the policies generated by the agencies responsible for UCNI, SBU and NNPI. Changes to this portion of the website are necessary. In the interim if you handle UCNI, SBU or NNPI contact Donna Sealing (DLS9), or e-mail SUNSI, for specific guidance.</p> </div>
<p>Sensitive Internal Information</p>	<ul style="list-style-type: none"> • Attorney-Client Privilege • Attorney Work Product • Predecisional Enforcement Information • Sensitive - Not For Distribution (Except to Commission Adjudicatory Employees in Accordance with 10 CFR 2.348) • Information submitted to the Commission marked "Sensitive" • Source selection information other than proprietary information

ACCESS

Who may have access? NRC personnel or NRC contractor employees who need the information for the conduct of official business.

MARKING

What documents should be marked? Not required – rely on marking of submitting organization.

How should a document be marked? Not required; however if marking is deemed necessary mark the top and bottom of each page as illustrated in the following examples:

“For Official Use Only – Sensitive But Unclassified (SBU) – DOS”

COVERSHEET

When should a cover sheet be used? Not required. If other agency marking is not sufficient to indicate the document’s sensitivity, contact the originating agency to clarify the document markings.

REPRODUCTION

Reproduction is limited to number of copies needed for official use.

Note: Where restrictions are imposed on reproduction, the employee must also ensure that there are no non-authorized copies residing in electronic systems, such as on the network drive, local hard drive, or a floppy drive.

PROCESSING ON ELECTRONIC SYSTEMS

On what information systems may the document be processed? NRC LAN and other systems accredited under MD 12.5, "NRC Automated Security Program."

May the information be processed in ADAMS? Most applicable document categories listed for this group may be entered into the ADAMS Main Library and must be profiled as Non-Publicly Available and Sensitive. Assign access rights to user groups with a need to access the information to perform their official duties.

The following document categories may not be entered into ADAMS:

NOFORN

Naval Nuclear Propulsion Information (NNPI)

Law Enforcement Sensitive

USE AT HOME

May I use the document at home? Yes. Abide by the following requirements:

Employees are prohibited from routinely using, handling, or storing the information at their residences. Occasional use at an employee's residence requires approval of the employee's immediate supervisor or above.

To ensure that the information is not viewed or accessed inadvertently or willfully by a person not authorized access, the employee must ensure that the information cannot be seen by a family member, guest, or any other individual who is not authorized access. All employees, including the staff and contractors, are prohibited from installing P2P software on agency computers without the explicit written approval of an agency Designated Approving Authority. In addition, employees are prohibited from processing SUNSI on home computers unless connected to and working within CITRIX, the NRC Broadband Remote Access System. Employees are prohibited from downloading or storing SUNSI to the hard drive of a home computer when connected to and working within CITRIX. Employees are also prohibited expressly from processing SUNSI on home computers even when a floppy disk, CD, DVD, or thumb drive is the storage media. Employees who work at home must perform electronic processing of SUNSI on either (1) a home computer within the virtual environment provided by the agency through CITRIX or (2) an NRC-issued laptop with NRC-approved encryption software.

May I use the information at home under the NRC Flexible Workplace Program?

Yes. Abide by the following requirements:

If you are approved to work at home under the NRC Flexible Workplace Program, use in accordance with standards set forth in NRC Form 624, Flexible Workplace Program Participation Agreement.

To ensure that the information is not viewed or accessed inadvertently or willfully by a person not authorized access, the employee must ensure that the information cannot be seen by a family member, guest, or any other individual who is not authorized access. All employees, including the staff and contractors, are prohibited from installing P2P software on agency computers without the explicit written approval of an agency Designated Approving Authority. In addition, employees are prohibited from processing SUNSI on home computers unless connected to and working within CITRIX, the NRC Broadband Remote Access System. Employees are prohibited from downloading or storing SUNSI to the hard drive of a home computer when connected to and working within CITRIX. Employees are also prohibited expressly from processing SUNSI on home computers even when a floppy disk, CD, DVD, or thumb drive is the storage media. Employees who work at home must perform electronic processing of SUNSI on either (1) a home computer within the virtual environment provided by the agency through CITRIX or (2) an NRC-issued laptop with NRC-approved encryption software.

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USE WHILE TRAVELING OR COMMUTING

May I use the information while on official travel or commuting to or from work?

Yes. Abide by the following requirements:

Use of the information is discouraged while traveling on public transportation. To ensure that the information is not viewed or accessed inadvertently or willfully, the employee must ensure that it cannot be seen by persons not authorized access. Particular care should be taken on a public conveyance or in waiting rooms where others may be sitting and standing in close proximity to where the information is being used.

Individuals should hand carry protected information during travel only if other means for transmitting the information, e.g., mailing ahead, faxing, are not readily available or are operationally unacceptable. If hand carrying is determined to be the best transport method, care must be exercised to ensure that the information is not compromised through loss or inadvertent access.

Information must be kept in the traveler's personal possession to extent possible, and stored, appropriately wrapped, in hotel security facilities if possible.

Information must not be saved/stored on a personally owned computer. Work must be performed on an encrypted laptop computer or other encrypted mobile IT device to preclude unauthorized access if the laptop or device is lost or stolen.

The information should be returned to an NRC authorized storage location at the earliest possible opportunity.

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PHYSICAL COPY TRANSMISSION

May I transmit paper or electronic media including CD-ROM, disk or tape? Yes. Abide by the following requirements:

Inside the NRC (including Regions): Information may be –

Hand-carried.

Sent via NRC's interoffice mail system.

Sent via NRC pouch service between headquarters and the regions. Transmit in a single opaque envelope.

Sent via approved commercial express carriers between headquarters and the regions (time-sensitive material only; use NRC Form 420). Transmit in a single opaque envelope.

Outside the NRC: Information may be transmitted by –

NRC Messenger/NRC contractor messenger.

U.S. Postal Service: First Class Mail, Registered Mail, Express Mail, Certified Mail.

Hand-carried by any individual authorized access to the information. That individual shall retain the information in his or her possession to the maximum extent possible unless they place the document in the custody of another person authorized access.

Approved commercial express carriers (time-sensitive material only; use NRC Form 420); Transmit in single opaque envelope.

Other means approved by OIS and the Director, Division of Facilities and Security, ADM.

Incoming to the NRC: Electronic submissions, including CD-ROMs, submitted to the NRC should follow the E-Rule "Guidance for Electronic Submission to the Agency."

ELECTRONIC COPY TRANSMISSION

May I transmit the document electronically by e-mail or fax? Yes, unless restricted by the submitting agency. Abide by the following requirements:

Inside the NRC (including Regions):

Information may be e-mailed or faxed.

Outside the NRC: Information may be transmitted by –

Fax: May use non-secure facilities where it is confirmed that a recipient who is authorized to access the information will be present to receive the transmission.

Email: Follow the requirements specified by the Federal, State, Foreign Government, or International agency. Note that some other Federal agencies require encryption of email, such as Naval Nuclear Propulsion Information (NNPI) and DOE Unclassified Controlled Nuclear Information (UCNI), for example.

Otherwise, transmit a physical copy in the manner set forth above.

Electronic files must contain appropriate markings.

STORAGE

Unless originating agency provides specific storage requirements, abide by the following requirements:

Inside the NRC (Headquarters and Regional Offices): Store openly or in non-locking container within areas where there is supplemental security including electronic access controls (keycard) and/or guards on duty. If management determines additional protection is needed, the information should be stored in key locked file cabinets or equivalent storage containers.

Outside the NRC (Resident Inspector Sites): When supplemental security such as electronic access are either unavailable or guards are not on duty, store in key locked desks or other key locked containers.

On NRC Electronic Systems: May be stored on NRC computer systems that have a Security Plan and Accreditation Approval under MD 12.5.

DESTRUCTION

Unless originating agency provides specific destruction guidance, abide by the following requirements:

Official Record Version: Destroy in accordance with "NRC Comprehensive Records Disposition Schedule" (NUREG-0910).

Non-official Record Copies: Destroy copies other than the official record version by any means that prevents reconstruction in whole or part, including the following methods:

Place in Classified and Sensitive Unclassified Waste Disposal Containers.

Tear into one-half inch pieces or smaller.

Destroy by burning, pulping, pulverizing, shredding or chemical decomposition.

Electronic Data: Use special approaches to delete sensitive unclassified data from electronic storage media. These approaches, as mentioned in the MD 12.5 Handbook, include –

Destruction of the physical media.

Obliteration or wiping of the sensitive data through the use of an approved software product such as BCWIPE or SDELETE.

Erasure of all data through degaussing.

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DECONTROL AUTHORITY

Normally decision will be referred to the originating entity. Originating office or office primarily responsible for the information will consult with originating entity.