

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 15

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

BPA NO.

1. DATE OF ORDER 9/14/2009		2. CONTRACT NO. (If any) NNG07DA47B		6. SHIP TO:	
3. ORDER NO. NRCDR03309375		4. REQUISITION/REFERENCE NO. 33-09-375		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Pearlette Merriweather Mail Stop: TWB-01-B10M Rockville MD 20852				b. STREET ADDRESS Attn: Paul Banas Mail Stop T-5D14 5008 Broiling Brook Parkway	
				c. CITY Rockville	d. STATE DC
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR MICROTECHNOLOGIES LLC MICROTECH				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8330 BOONE BLVD STE 600				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY VIENNA	e. STATE VA	f. ZIP CODE 221822659		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 B&R:910-15-5E1-338 JC: D1407 BOC: 3131/30 APPN: 31X0200.910 DUNS#145454182		10. REQUISITIONING OFFICE CIO			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
12. F.O.B. POINT N/A					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/14/2012	
a. INSPECTION SEE BLOCK 6	b. ACCEPTANCE SEE BLOCK 6			16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>In accordance with the terms and conditions of MicroTech NASA SEWP Contract NNG07DA47B, the Contractor shall provide the US Nuclear Regulatory Commission with IT products and services as described in the Statement of Work and MicroTech quote#65906(Rev2).</p> <p>The period of performance is 10/15/2009 - 10/14/ 2012.</p> <p>See attached quote# 65906(Rev 2)</p> <p>NRC Project Officer: Paul Banas (301)415-6201 Paul.Banas@nrc.gov</p>				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
	c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		\$489,983.95	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

Pearlette Merriweather

23. NAME (Typed)
Pearlette Merriweather

TITLE: CONTRACTING/ORDERING OFFICER

**Statement of Work
for
U.S. Nuclear Regulatory Commission/ Office of Information Services
Replacement of Storage Area Network [SAN] in the Internal Network
July 28, 2009**

I. Background

The U.S. Nuclear Regulatory Commission's (NRC) Office of Information Services (OIS) has in production use a Storage Area Network [SAN] provided by Hitachi Data Systems. The SAN was originally purchased in FY2004. An end-of-support notification was issued by Hitachi in March, 2007 and product support will end in March, 2011. The Hitachi SAN is the cornerstone of data storage for a number of NRC's major applications, including the Agencywide Documents Access and Management System (ADAMS), Human Resources Management System (HRMS), Agency High Level Waste MetaSystems, Internal and External Web Servers and Microsoft SharePoint and Enterprise Project Management (EPM) systems. To mitigate the risk of using unsupported equipment, the NRC must replace the existing Hitachi equipment.

II. Scope

The Government requires equipment and software to replace the current Hitachi Data System, which will help to facilitate or provide the ability for future modernization of SAN with minimal or no customization of the replacement system.

III. Capability

To facilitate the maximum flexibility of future modernization and/or system upgrades to the SAN, SnapManager for Microsoft software or equivalent product and VMware software or equivalent is strongly desired.

A) Storage Area Network (SAN) Hardware Requirements

See IV, Specific requirements

B) SharePoint Server Software Requirements

The software must help reduce storage costs and facilitate improved management of the NRC SharePoint environment. The software must offer improved status and growth monitoring capability of SharePoint Server farms across the enterprise. The software must include an intuitive, browser-based user interface that will enable the NRC to automate data backup processes and other administrative functions. The software must include the ability to reduced backup and recovery times.

- Additional Required Features:

1. Reduces overall backup and restore times
2. Allows adding storage capacity and expand volumes without taking SharePoint Server or the selected storage system offline
3. Streamline management by automating common tasks to let storage administrators spend less time on maintenance
4. Seamlessly deploys into existing NRC infrastructure
5. Integrate software with native Microsoft technology and frameworks.

C) SQL Server Software Requirements

The SQL Server software must tightly integrate with Microsoft technology to help streamline database storage management while simplifying storage layout planning, backup, and restore operations for SQL Server databases. The software provide the ability to save time in managing the extensive number of SQL server databases in use in NRC by enhancing backup capabilities and automated data management processes. The software must also provide the capability to reduce the SQL Server data recovery times. The software must provide automate backup, recovery and database cloning.

- **Additional Required Features:**

1. Reduces storage costs significantly by implementing space-efficient backup capabilities;
2. Streamlines data management and automates routine tasks to increase DBA productivity;
3. Increased backup frequency to protect more data automatically without impacting performance;
4. Reduces time required to restore a failed database of any size to full production; and
5. Allows rapid and efficient creation of complete database clones without the need for additional storage space.

D) Virtual Infrastructure Software Requirements

NRC is in the process of planning the full deployment of VMware to the Production Environment. VMware itself has the benefit of helping NRC become a "greener data center" by allowing NRC to better utilize physical servers, slowing the increase in power demands by increasing server asset utilization with server virtualization. System Administrators will be better able to centrally manage Virtualized Server backups, recovery, and replication through the intuitive NetApp interface.

- **Additional Required Features:**

1. Allows reduction in VMware storage requirements by using NetApp specific deduplication technology.
2. Significantly improved recovery times
3. Allows options to automate data management of virtual infrastructure with improved operational efficiency

IV. Specific Requirements

A) Physical Specifications:

1. The disk storage system shall support Microsoft Windows Server 2000, 2003 and 2008
2. The disk storage system shall support previous through the currently available version of VMware Enterprise Server
3. The disk storage system shall support previous through the currently available version of the following flavors of UNIX: HP-UX, IBM/AIX, Red Hat, Sun Solaris, HP Tru64
4. The disk storage system shall have two (2) controllers, however, the unit shall be 100% capable of supporting the entire chassis on a single controller (to provide fault tolerance)
5. The two controllers on the disk storage system shall have a minimum combined 32 Gb physical cache
6. The disk storage system shall support both Fibre Channel and SATA disk drives
7. The Fibre Channel disk drives shall be a minimum of 15,000 Revolution per Minute (RPM), 450 Gb disk drives
8. The SATA drives shall be a minimum of 7,200 RPM, 1 Tb disk drives
9. The disk storage system shall be capable of remote copies over either IP and Fibre Channel networks
10. The disk storage system shall support, at a minimum, RAID-0, RAID 1, RAID 0+1, RAID-5 and RAID-6

B) Equipment and Software Specifications:

1. The disk storage system shall have a 36 month manufacturers warranty
2. The disk storage system shall have a 24x7, 365 day, 4 hour on-site response service during the 36 month manufacturers warranty period.
3. The Contractor shall provide hardware "DISK RETENTION" service in the event of a failure (due to NRC security rules, hard drives cannot leave the facility).
4. The three year, 24x7, 365 day, 4 hour response software support shall include, but not be limited to (telephone support, patches, security fixes, new versions releases, bug fixes, general upgrades) and shall be provided by the Original Equipment Manufacturer.

C) Installation and maintenance specifications:

1. Installation services shall be provided by provided by the Original Equipment Manufacturer
2. Coordination and integration services, including initial setup, testing and staff training with the OEM shall be provided by the testing Integration services for both equipment and software.
3. The 24x7, 365 day, 4 hour on-site response service during the 36 month manufacturers warranty period shall be provided by the Original Equipment Manufacturer
4. The 24x7, 365 day, 4 hour response for support maintenance service during the 36 month manufacturers warranty period shall be provided by the Original Equipment Manufacturer
5. Installation integration services shall be provided by the Original Equipment Manufacturer
6. Installation shall include testing in the NRC environment
7. The disk storage system shall have a 24x7, 365 day, 4 hour on-site response service during the 36 month maintenance manufacturers warranty

V. Delivery Order Administration

A) Place of Performance

The place of performance/Delivery is NRC Headquarters located in Rockville, Maryland.

B) Contracting Officer & Contract Administrator (CA) for this effort is as follows:

Pearlette Merriweather
U.S. Nuclear Regulator Agency
ADM/DC/CMB3
12300 Twinbrook Parkway, Rockville, MD 20852
Voice: 301.492.3615
Fax: 301.492.3437
Email: pearlette.merriweather@nrc.gov

C) Billing Instructions for Fixed Price Contracts (June 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

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

6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

D) SECTION 508 COMPLIANCE REQUIREMENTS

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

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

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$489,983.95.

A.3 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.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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), SF- 85P, and Contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

A.5 SITE PREPARATION PROVISIONS (JUN 1988)

- (a) Equipment environmental specifications shall be furnished in writing by the Contractor in its proposal. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.
- (b) The Government will prepare the site at its own expense and in accordance with the equipment environmental specifications furnished by the Contractor in the proposal.
- (c) Any alterations or modifications in site preparation which are directly attributed to incomplete or erroneous equipment environmental specifications provided by the Contractor, which would involve additional expenses to the Government, shall be made at the expense of the Contractor.
- (d) Any such site alterations or modifications as specified in paragraph c above which cause a delay in the installation date will also result in liquidated damages for equipment as specified under "Liquidated Damages".
- (e) The Government agrees to have the site prepared in accordance with the Contractor's written site specifications by thirty (30) days prior to the scheduled installation date, unless a shorter period of time is agreed to in writing.
- (f) The Government will provide the Contractor with access to the site for the purpose of installing the equipment prior to the scheduled installation date. The Contractor shall specify in writing the time required to install the equipment.

A.6 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.7 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: Paul Banas
Address: paul.banas@nrc.gov
Telephone Number: (301)415-6201

- (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.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.9 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.

(End of Clause)

A.10 Attachments: MicroTech Quote#65906(Rev2)