

**ORDER FOR SUPPLIES OR SERVICES**

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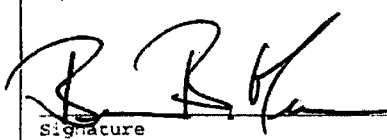
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

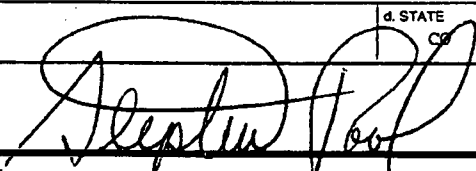
BPA NO

1. DATE OF ORDER <b>9/29/09</b>		2. CONTRACT NO. (If any) GS23F0060L		6. SHIP TO:	
3. ORDER NO. NRC-DR-07-09-545		4. REQUISITION/REFERENCE NO 07-09-545		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Robert Dexter Mail Stop: T4 F25M	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES, INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 11140 ROCKVILLE PK STE 500				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 208523116		
9. ACCOUNTING AND APPROPRIATION DATA Obligate: \$222,000 B&R: 911-15-171-111 Job: N4123 BOC: 252A Approp.: 31X0200.911 PFS: NSR-09-545 DUNS: 150135445				10. REQUISITIONING OFFICE NSR	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION destination	b. ACCEPTANCE destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide the services described in the Statement of work in accordance with the terms and conditions of this order, their GSA contract GS23F0060L and the price schedule found in section A.1. Contract Type: Labor Hours Total Obligated Amount: \$222,000 Total Ceiling Amount: \$303,514.47 Period of performance - award date through 6/30/2011.  Acceptance:					
 Signature		V.P. Date				

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						17(i) GRAND TOTAL
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		\$222,000.00	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

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

TEMPLATE - ADM001

**SUNSI REVIEW COMPLETE**

OCT 02 2009

**ADM002**

TASK ORDER TERMS AND CONDITIONS

A.1 PRICE SCHEDULE

Award date - 3/31/2010

	Labor Category	Est. Hrs.	Labor Rates	Total
001	Senior Scientist			
002	Fellow			
003	Engineering Fellow			
004	Principal Engineer 2			
005	Engineer			
006	Lead Scientist			
007	Sr. Scientist 2			
	Admin Specialist 3			
	Travel - inclusive of 26% G&A			
	TOTAL			\$88,101.86

4/1/2010-9/30/2010

	Labor Category	Est. Hrs.	Labor Rates	Total
008	Senior Scientist			
009	Fellow			
010	Engineering Fellow			
011	Principal Engineer 2			
012	Engineer			
013	Lead Scientist			
014	Sr. Scientist 2			
	Admin Specialist 3			
	Travel - inclusive of 26% G&A			
	TOTAL			\$138,649.33

10/1/2010-3/31/2011

	Labor Category	Est. Hrs.	Labor Rates	Total
015	Senior Scientist			
016	Fellow			
017	Engineering Fellow			
018	Principal Engineer 2			
019	Engineer			
020	Lead Scientist			
021	Sr. Scientist 2			
	Admin Specialist 3			
	Travel - inclusive of 26% G&A			
	TOTAL			\$32,763.72

4/1/2011-6/30/2011

	Labor Category	Est. Hrs.	Labor Rates	Total
022	Senior Scientist			
023	Fellow			
	Engineering Fellow			

**NRC-DR-07-09-545**

024	Principal Engineer 2	[REDACTED]	[REDACTED]	[REDACTED]
025	Engineer	[REDACTED]	[REDACTED]	[REDACTED]
026	Lead Scientist	[REDACTED]	[REDACTED]	[REDACTED]
027	Sr. Scientist 2	[REDACTED]	[REDACTED]	[REDACTED]
028	Admin Specialist 3	[REDACTED]	[REDACTED]	[REDACTED]
	Travel - inclusive of 26% G&A	[REDACTED]	[REDACTED]	[REDACTED]
	<b>TOTAL</b>			<b>\$34,155.56</b>

**SUMMARY**

Labor Category	Est. Hrs.	Total
Senior Scientist Fellow	[REDACTED]	[REDACTED]
Engineering Fellow	[REDACTED]	[REDACTED]
Principal Engineer 2	[REDACTED]	[REDACTED]
Engineer	[REDACTED]	[REDACTED]
Lead Scientist	[REDACTED]	[REDACTED]
Sr. Scientist 2	[REDACTED]	[REDACTED]
Admin Specialist 3	[REDACTED]	[REDACTED]
Travel - inclusive of 26% G&A	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>2,937</b>	<b>\$303,514.47</b>

**A.2 CONSIDERATION AND OBLIGATION - LABOR HOUR CONTRACT**

- (a) The total not to exceed cost to the Government for full performance of this contract is \$303,514.47.
- (b) The amount currently obligated by the Government with respect to this contract is \$222,000.00. The contractor shall not exceed this obligated amount at any time.
- (c) It is estimated that the amount currently allotted will cover performance through January 10, 2011.

**A.3 RATE ESCALATION**

It is the Contractor's intent to request an increase in their contract prices under GSA Contract No. GS-23F-0060L via the exercise of Clause 552.216-70 (GSA-Schedule Economic Price Adjustment) of their GSA Contract, to be effective on April 1, 2010. The purpose of this economic price adjustment is to incorporate the Contractor's annual salary increase of 3% into their GSA contract. If the proposed salary increase is obtained from GSA, the increase shall be effective within the task order upon the effective date of the GSA contract price increase. The price increase and accompanying ceiling increase for this task order shall be equivalent to the GSA price increase or 3%, whichever is less. This clause shall be applicable to Items Nos. 008, 010, 012, 013, 014, 015, 017, 019, 020, 021, 022, 024, 026, 027 and 028 of this task order.

**A.4 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain

major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

**A.4 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.5 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of

interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

**A.6 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.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: Robert Dexter

Address: U.S. Nuclear Regulatory Commission  
Mail Stop – 4F 25M  
Washington, DC 20555-0001

Telephone Number: (301) 415-7660

Email: [Robert.dexter@nrc.gov](mailto:Robert.dexter@nrc.gov)

(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 LICENSE FEE RECOVERY COSTS (APR 1992)**

Included as an attachment are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

#### **A.9 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

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

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

## **A.10 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 favorably 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 favorably 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.11 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **A.12 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.13 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any

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NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

## TASK ORDER STATEMENT OF WORK

### Combined License (COL) Applications Processing with Respect to: Physical Security Requirements

#### 1.0 BACKGROUND

This effort from the NRC office of Nuclear Security and Incident Response (NSIR) will consist of three components or technical areas for three separate COL application reviews. This agreement will specify the three technical area(s) to be worked on, specific activities to be performed under the technical area (or areas) noted, desired schedule for completion of each activity and resources to be applied to each activity.

The “Combined License (COL) Application Review” work will be funded from JCN N4123.

The NRC Office of NSIR, Reactor Security Rulemaking and Licensing Branch (RSRLB) staff will commence the review of these three COL applications beginning in FY09, and anticipated to end in FY 2011. For the three individual COL Applications included in this Task Order, differing Technical Monitor’s will be assigned to each individual COL application as defined under this Task Order. The Project Officer for the overall Task Order will remain as Robert Dexter.

Early Site Permits (ESP), standard Design Certifications (DC) and Combined Operating Licenses (COL) applications are submitted pursuant to Title 10 of the *Code of Federal Regulations* (10 CFR), Part 52, “Early Site Permits; Standard Design Certifications; and Combined Licenses for Nuclear Power Plants.” The NRC reviews these requests based on information furnished by ESP, DC and COL applicants pursuant to 10 CFR 52.79, Contents of Applications Technical Information.

The NRC staff has prepared Regulatory Guide (RG) 1.204, and NUREG-0800, “Standard Review Plan (SRP) for the Review of Safety Analysis Reports for Nuclear Power Plants,” to provide guidance to the staff in performing safety reviews of COL applications and standard designs and sites for nuclear power plants. The principal purpose of the RG and SRP is to assure the quality and uniformity of staff safety reviews. The staff publishes the results of these reviews in a Safety Evaluation Report (SER).

The NRC Office of Nuclear Security and Incident Response (NSIR), Division of Security Policy Reactor Security Rulemaking Licensing Branch (RSRLB) staff is currently commencing the review of COL applications.

#### 2.0 OBJECTIVE

The objective is to obtain technical expertise from the contractor to support the processing of three COL applications with respect to the review of plans and documentation of the results of that review, in a draft SER. The scope of work, technical considerations, and Level of Effort required for each applicant, shall be further defined by the NRC after the award of the task order. The three COL applications are as follows:

- 1) Dominion – North Anna
- 2) Unistar – Calvert Cliffs
- 3) NRG Energy – South Texas Project



3.0 **WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES**

Tasks/Standards	Scheduled Completion	Deliverables
<p>1. REQUIREMENT: Perform and document review of each COL application – as assigned by the NRC Project Officer and Technical Monitor, with respect to physical security. Specific activities of review of the application may consist of, but may not be limited to the following criteria in Tasks (a) through (f).</p> <p>STANDARD(s): The Task 1. reviews shall follow template(s), and instructions from the NRC, as conveyed in Task 2 and/or as defined by the NRC.</p>	<p>Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.</p>	<p>Draft documented technical review of the specific aspect of the application and/or RAIs developed.</p>
<p>(a) Reviews of the described components of the applicant security plans as submitted:</p> <ol style="list-style-type: none"> <li>1. Physical Security Plan(s)</li> <li>2. Contingency Response Plan(s) and/or</li> <li>3. Training and Qualification Plan(s).</li> </ol>	<p>Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.</p>	<p>Draft documented technical review of the specific aspect of the application and/or RAIs developed.</p>
<p>(b) Review of COL action items referenced in the DC document.</p>	<p>Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.</p>	<p>Draft documented technical review of the specific aspect of the application and/or RAIs developed.</p>
<p>(c) Review of COL holder items, as defined by the NRC PO and TM.</p>	<p>Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.</p>	<p>Draft documented technical review of the specific aspect of the application and/or RAIs developed.</p>

Tasks/Standards	Scheduled Completion	Deliverables
(d) Review of design commitments for the referenced design as addressed by the applicant.	Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.	Draft documented technical review of the specific aspect of the application and/or RAIs developed.
(e) Review of the ITAAC as addressed by the applicant.	Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.	Draft documented technical review of the specific aspect of the application and/or RAIs developed.
(f) Review of the security assessment analysis as performed by the applicant as applicable.	Depends on the specific scope of the activity. Schedules will be identified by the staff and the TM for each specific activity.	Draft documented technical review of the specific aspect of the application and/or RAIs developed.
<p>2. REQUIREMENT: Compose recommended Technical Evaluation Reports (TER), and Safety Evaluation Reports (SER) or portions thereof, for each COL application, as assigned by the NRC.</p> <p>STANDARD: The TER/SER shall follow a template, as conveyed by the NRC staff, for the physical security review of the COL application. The TER/SER shall document the RAIs issued to the applicant and the resolution of the applicant's response to each RAI. The documented TER/SER refers to the applicable NRC regulations and guidance that apply.</p>	Dependant on the scope of the TER/SER to be written. Schedules will be identified by the staff and the TM for each specific activity.	Draft documented TER/SER or portions thereof for the COL application, as directed by the TM. Written technical review comments documenting the recommended acceptability and/or adequacy of the specific part of the COL application and/or recommended requests for additional information (RAI).

Tasks/Standards	Scheduled Completion	Deliverables
<p>2. Other. REQUIREMENT: As needed and requested by the staff, provide technical support to the staff during related ACRS meetings with applicants and hearing proceedings.</p> <p>STANDARD: Ensure presentation materials are reviewed and approved by NRC staff.</p>	<p>TBD</p>	<p>Prepare presentation materials. Attend meetings, if required</p>

\* These work schedules are subject to change by the NRC – CO, to support the needs of the NRC Licensing Program Plan.

The Technical Monitor may issue technical instructions from time to time throughout the duration of this task order. Technical instructions must be within the general statement of work delineated in the task order and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. The contractor shall refer to Section G.1 of the base contract for further information and guidance on any technical directions issued under this task order.

Any modifications to the SOW, cost or period of performance of this task order must be issued by the NRC – CO, and will be coordinated with the NRC, New Reactor Office (NRO), Project Officer.

**4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order. Specific qualifications for this effort include:

- General and specific knowledge of physical protection programs as applied at and associated with nuclear power reactor facilities
- Technical knowledge associated with the conduct of security assessments (termed “vulnerability assessment” within the U.S. Department of Energy complex)
- Technical knowledge of physical security protection programs, equipment, and systems at nuclear facilities.
- Ability to obtain access authorization to the safeguards information (per 10CFR73.21) level
- General knowledge of the development of NRC - TERs and/or SERs

The contractor shall provide a contractor project manager (PM) to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this task order, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this task order (contractor, subcontractor, or consultant) shall describe the individual's experience in applying his or her area of engineering specialization to work in the proposed area. The use of particular personnel on this contract is subject to the NRC technical monitor's (TM's) approval. This includes any proposed changes to key personnel during the life of the task order.

## 5.0 REPORTING REQUIREMENTS

### Task Order Progress Report

The contractor shall provide a bi-weekly progress report summarizing accomplishments, expenditures, contractor staff hours expended, percent completed for each task under this task order, and any problems encountered by the contractor. The report shall be sent via e-mail to the respective applicant - NRC TM's as follows:

Dominion – North Anna, TM - Dennis Gordon [dennis.gordon@nrc.gov](mailto:dennis.gordon@nrc.gov) (301) 415-6671;

Unistar - Calvert Cliffs – TM - Pete Lee [pete.lee@nrc.gov](mailto:pete.lee@nrc.gov) (301) 415-8111;

NRG Energy – South Texas Project – TM - Vince Williams [vince.williams@nrc.gov](mailto:vince.williams@nrc.gov) (301)-415-6844;

The PO for all Task Orders is Robert Dexter. [robert.dexter@nrc.gov](mailto:robert.dexter@nrc.gov) (301) 415-7660;

### Technical reporting requirements

The primary deliverable or output of this contract will be activity specific as assigned by the NRC TM. Deliverables and products may include, but may not be limited to recommended draft recommended TERs or SERs (or portions thereof) for specifically identified DC or COL applications, technical review of ITAAC submitted by a new reactor applicant, tracking of design commitments in a Design Certification, and how a COL applicant has addressed them with respect to their adequacy and/or acceptability, and RAIs, for technical physical protection aspects of a new reactor application such that the applicant, in answering the RAI provides enough information for the NRC staff to complete the review of a certain aspect of the new reactor application.

The paragraph below may be applicable in part or whole for this and future tasks issued via this contract:

The primary deliverable, or output of this regulatory review, shall be the (TER)\*. The TER will serve as input to the NRC staff's (SER) which will document the NRC's technical, safety, and legal basis for approving the COL application. The TER must provide sufficient information to adequately explain the NRC staff's rationale for why there is *reasonable assurance* that public health and safety is protected. The TER, and ultimately the SER, should be written in a manner whereby a person with a technical (non-nuclear/non physical protection) background and unfamiliar with the applicant's request could understand the basis for the staff's conclusions.

\*The terms "TER" and "recommended SER" are used interchangeably in this contract SOW.

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The NRC TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the TM, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement.

The contractor shall provide the following deliverables in hard copy and electronic formats. The electronic format shall be provided in Microsoft Word or other word processing software approved by the TM. For each deliverable, the contractor shall provide one hard copy and electronic copy to both the PM and the TM. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

In all correspondence, include identifying information: JCN No.: N-4123; Task Order No. NSR-09-545 as appropriate and applicable; the applicant – as submitted, the site, as cited by the applicant in the submittal.

**6.0 MEETINGS AND TRAVEL**

Meetings as required\*. Generally no travel is necessary due to the contractor being in close proximity to NRC HQ.

\*At the discretion of the NRC TM/CO, meeting(s) may be conducted via telephone or video conference

**7.0 NRC FURNISHED MATERIAL**

The NRC TM will provide those NRC documents related to the applicable portions of the application (e.g., 10CFR73.55 guidance documents) that are readily available and SER templates specific to the application activity. The NRC TM will provide access to the applicant's safety analysis report, pertinent sections of the COL, DC, or other NRC safety documents and docketed correspondence on related issues, as appropriate. The staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by the NRC or obtained directly by the staff from NUDOCS, ADAMS, NRC public document room or the NRC website at [www.nrc.gov](http://www.nrc.gov).

**8.0 PERIOD OF PERFORMANCE**

This order will commence at award date and will expire on 6/30/2011.

**9.0. OTHER APPLICABLE INFORMATION**

a. License Fee Recovery

All work under this task order is fee recoverable, and must be charged to the appropriate TAC number(s).

b. Assumptions and Understandings:

NOTE: This SOW describes JCN 4123, These Tasks and will be titled "Combined License (COL) Applications Processing with Respect to Physical Security Requirements – "for the applicant and each site as referenced."

1. It is assumed that the staff has access to the NRC furnished material available on the Internet.
2. It is understood that the scope of the review consists of conference calls with the NRC staff, and with the NRC staff and the applicant (if applicable), to discuss open items in an attempt to revise a document appropriately or obtain additional information or reach resolution; as appropriate.
3. During the course of the review, the NRC TM, and possibly other NRC personnel, may travel to the contractor's location to discuss the status of the contract and participate in the revision of NRC documents or resolution of open items (if applicable). It is assumed that the level of effort covers such a meeting.

**10. Expected Classification or Sensitivity**

All work under this project is expected to be unclassified and/or sensitive unclassified. Sensitive unclassified work may be: Proprietary, Official Use Only (OUO) per 10 CFR2.390, Unclassified Controlled Nuclear Information (UCNI), or safeguards information (SGI) per 10CFR73.21. If questions arise with respect to work classification or sensitivity associated with work activities before, during or after this contractual activity, the TM is to be consulted.

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE 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](mailto: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](mailto: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 Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

**BILLING INSTRUCTIONS FOR**  
**LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

**Billing of Cost after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices 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.

R:\txtselden\billing instructions LH or TM revised 2008

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

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

**2. Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. 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).

c. Contract Number. Insert the NRC contract number.

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

**g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

**3. Definitions**



**BILLING INSTRUCTIONS FOR**  
**LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

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Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period  
 from \_\_\_\_\_ through \_\_\_\_\_.

Amount Billed

	Current Period	Cumulative
Direct Costs:		
(1) Direct Labor	\$ _____	\$ _____
		-
(2) Travel	\$ _____	\$ _____
		-
(3) Materials	\$ _____	\$ _____
		-
(4) Equipment	\$ _____	\$ _____
		-
(5) Materials Handling Fee	\$ _____	\$ _____
		-
(6) Consultants	\$ _____	\$ _____
		-
(7) Subcontracts	\$ _____	\$ _____
		-
Total Direct Costs:	\$ _____	\$ _____
		-

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

## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY  
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

**Information System Laboratories  
Suite 500  
11140 Rockville Pike  
Rockville, MD 20852**

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

B. PROJECTED START DATE

09/17/2009

C. PROJECTED COMPLETION DATE

06/30/2011

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all previous submissions)



C. OTHER (Specify)

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

TBD

DATE

08/25/2009

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Combined License Development to Support Physical Security Requirements**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?

YES



NO

C.  UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G.  REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H.  WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

I.  REQUIRED TO CARRY FIREARMS.


F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

J.  FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**

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

NAME AND TITLE  <b>Richard Correia, DSP, NSIR</b>	SIGNATURE  	DATE  <b>08/25/2009</b>
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES  
**DG-SGI-1 Designation Guide For Safeguards Information**

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

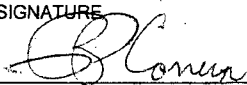


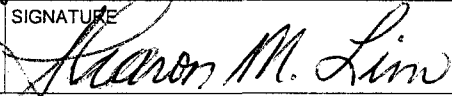
AUTHORIZED CLASSIFIER (Name and Title)  DIVISION OF FACILITIES AND SECURITY  
**Albert Tardiff Sr. Security Specialist**

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

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

**10. APPROVALS**

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  <b>Richard Correia, Dir. NSIR/DSP</b>	SIGNATURE  	DATE  <b>08/25/2009</b>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <b>Robert B. Weber, Dir. ADM/DFS</b> 	SIGNATURE  	DATE  <b>9/4/09</b>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <del>Sharon M. Lim</del> <b>Stephen Pool Contracting Officer, ADM/DC/CMBA</b>	SIGNATURE  	DATE  <b>9/14/09</b>

REMARKS  
**All contractor personnel will be verified as safeguards information cleared by NRC personnel, and identified as having a need-to-know, before being allowed access to SGI.**  
**Processing of SGI will require physical protection measures in place as certified by ADM/DFS.**  
**Laptop interconnectivity must be disabled, access controls must be in place, and adequate storage provisions for ISL must be verified by the PO before processing is allowed.**