

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 31

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

BPA NO.

1. DATE OF ORDER <b>SEP 29 2009</b>		2. CONTRACT NO. (if any) GS35P5151H		6. SHIP TO:		
3. ORDER NO. NRC-DR-09-09-324		MODIFICATION NO.		e. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 09-09-324*		b. STREET ADDRESS		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR ARTEL, INC.		b. COMPANY NAME		f. SHIP VIA		
c. STREET ADDRESS 1893 PRESTON WHITE DR		d. CITY RBSTON		e. STATE VA		f. ZIP CODE 201914371
8. ACCOUNTING AND APPROPRIATION DATA Obligate: \$50,000 B&R: 97N155H133 Job: N7353 BOC: 252A Approp.: 31X0200 FFS: CPO-09-372 DUNS: 190644401		10. REQUISITIONING OFFICE CPO				

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input 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)
	<p>The contractor shall perform the services required in the enclosed Statement of Work in accordance with the terms and conditions of the GSA schedule GS-35P-5151H and the price schedule on Section A.1.</p> <p>Total Order Ceiling: \$634,655.26 Total Obligated Amount: \$50,000 Order Type: Labor Hour Period of Performance: one year from award date</p> <p><b>Milton M. Brown III</b> <b>ARTEL, Inc.</b> Accepted: <b>Director of Contracts</b></p> <p><i>Milton M. Brown</i> SEP 29, 2009 Date</p>					

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		17(i) GRAND TOTAL \$50,000.00
22. UNITED STATES OF AMERICA BY (Signature) <i>Stephen Pool</i>			23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2008) PRESCRIBED BY GSA/FAR 48.101-50.213(f)

TEMPLATE - ADM001

**SUNSI REVIEW COMPLETE**

OCT 02 2009

**ADM002**

**TASK ORDER TERMS AND CONDITIONS**

**ADDITIONAL TERMS AND CONDITIONS**

**AUTHORITY**

This order is entered into pursuant to the terms of the vendors' FSS contract and FAR 8.405-2.

**DESCRIPTION OF AGREEMENT**

Under this agreement, the vendor shall provide cost accounting system operational and maintenance support. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Period of Performance". This delivery order is for support to US Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

**PREVAILING TERMS AND CONDITIONS**

This delivery order is subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

**A.1 PRICE SCHEDULE**

Base year (est. 9/25/09-9/24/10)

CLIN	Labor Category	Estimated Hours	Labor rate	Total
1	Subject Matter Expert II - Government Site	82	\$243.1	\$20,034.2
2	Subject Matter Expert I - Government Site	100	\$145.4	\$14,540.0
3	Program Manager - Government Site	312	\$103.32	\$32,235.84
<b>TOTAL</b>				<b>\$468,825.84</b>

Option period - 6 months (est. 9/25/10-3/24/11)

CLIN	Labor Category	Estimated Hours	Labor rate	Total
4	Subject Matter Expert II - Government Site	930	\$155.28	\$145,062.8
5	Program Manager - Government Site	156	\$107.42	\$16,752.20
<b>TOTAL</b>				<b>\$165,831.00</b>

**TOTAL INCLUDING ALL OPTIONS**

**\$634,656.84**

**A.2 CONSIDERATION AND OBLIGATION—LABOR HOURS**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$468,825.84.

(b) The amount presently obligated with respect to this contract is \$50,000. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A.3 FEDERAL HOLIDAYS AND ADMINISTRATIVE LEAVE**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock personnel or emergency operations, Contractor personnel will not be able to perform on site under this contract with NRC on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event that Contractor personnel work during a holiday other than those specified above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect charge. However, this does not preclude reimbursement for authorized overtime work.

In the event that NRC grants administrative leave to its Government employees at the site, on-site Contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries or wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work.

**A.4 PERIOD OF PERFORMANCE**

This delivery order expires on 12 months from award or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the US Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the US Nuclear Regulatory Commission/Contracting Officer if at any time prior to contract expiration the GSA Contract, upon which this delivery order is based, is no longer in force. The contractor shall commence working immediately upon receipt of the security clearance. The current security clearance process takes a minimum of two months.

**A.5 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.6 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.7 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.8 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.9 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

[REDACTED]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

#### **A.10 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.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

#### **A.12 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the

Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

### **A.13 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.14 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: Kevin Jones

Address: US NRC  
Mail Stop: T9 C4  
Washington DC 20555

Telephone Number: 301-415-6083

Email: [Kevin.Jones@nrc.gov](mailto:Kevin.Jones@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.15 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).

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

**A.16 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (1 hard & electronic copy)

(b) Contracting Officer (1 copy)

Please mail to:

US NRC

Mail Stop: TWB-01-B10M

Attn: Order No. NRC-DR-09-09-324

Washington DC, 20555

**A.17 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

**A.18 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS.**

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 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.

**NRC-DR-09-09-324**

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC".

ENCLOSURE 1

**STATEMENT OF WORK  
FOR CONTRACTOR TO PROVIDE  
OPERATIONS AND MAINTENANCE SUPPORT FOR THE  
COST ACCOUNTING SYSTEM**

**1.0 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) maintains a client-server based system, the Cost Accounting System (CAS) that has been in production since the fall of 2002. CAS consists of a Cost Accounting Interface and the commercial off-the-shelf software products Armstrong-Laing's Metify used in connection with the Cognos' PowerPlay and Impromptu reporting tools to perform the agency's cost management function. CAS interfaces with Human Resource Management System (HRMS), Reactor Programs System (RPS) and Enterprise Project Management (EPM) for labor data and Federal Financial System (FFS) for cost and budgetary data.

The NRC is in the process of upgrading its core accounting system and plans to integrate the functionality currently performed by the CAS into a new core financial system to be hosted by a commercial or Federal Shared Service Provider (SSP). The timeframe for transitioning CAS functionality as part of the new core financial system is approximately in the FY 2010 – 2011 timeframe.

If for any reason, the NRC must rely to this backup server, it is imperative to bring the primary server back on line as soon as possible. The server, HR1, located at the NRC Headquarters One White Flint building is a real-time replication server and is the primary backup server. The server, CFO2, is the second back-up located at the NRC Region I office in King of Prussia, Pa.

For the Cost Accounting System, the NRC practices project level Configuration Management (CM) using the IBM Rational Enterprise Suite, with migrations for upgrades, security patches, and fixes being made by the NRC Office of Information Services (OIS) contractors or NRC personnel.

**2.0 OBJECTIVE**

The objective of this acquisition is to obtain the technical and operational production support required to operate and maintain the current version CAS; create, test, and implement an interface with the HRMS Modernization System; and assist with the transition of CAS to the new core financial system (FAIMIS) as hosted by the Federal SSP.

The technical and operational production support for CAS will consist of system modifications or changes, applying system security patches and fixes, maintaining system interfaces, performing upgrades and enhancements, providing end-user support, and maintaining system documentation for each business application. Additional production support will include assisting with and developing CAS reports on a scheduled or ad-hoc basis.

**3.0 SCOPE OF WORK**

The Contractor shall provide overall operations and maintenance (O&M) support for CAS, to include system interfaces. The NRC will properly configure and harden computers required to operate the applications, and will properly configure the operating system and database environments. The modules for which O&M support will be provided include the Cost Accounting Client, Armstrong-Laing's Metify for Cost Accounting; and Cognos PowerPlay and Impromptu used with Metify for reporting. The contractor shall also work with NRC to effect transition of CAS to any other private or Government shared service provider.

**4.0 SPECIFIC CONTRACT REQUIREMENTS**

The Contractor shall perform application systems maintenance for the systems and modules, including assisting with the interfaces required to continue cost accounting operations. This will be accomplished

following guidance provided in NRC's Project Management Methodology (PMM) for commercial software. The Contractor shall use the NRC's project level codified CM procedures using the IBM Rational tool set.

Application maintenance is defined as modification and/or correction of code and/or data that are part of an application system in order to make the application system perform as intended in support of a business process/area for which it was written. These modifications/corrections may include those made to programs, scripts, job control languages, data, and installation of vendor patches (Migrations), data configuration updates, and software upgrades, including major version upgrades. Maintenance also includes, but is not limited to, technical analysis of conditions and outputs in order to identify root causes of problems and define methods for correction, troubleshooting, and establishment and execution of backups, restores, archives, housekeeping, etc. A more complete description of what is included in the definition of "Maintenance" is provided below in the SOW. The NRC will continue to maintain the system's infrastructure, including the equipment, operating system, database environments, and networks for CAS. Any changes to the infrastructure to support CAS application will be coordinated by the Contractor with NRC's involvement.

In the performance of maintenance efforts, the Contractor shall appropriately checkout a copy of the current production version of an application product through the project level CM Library gatekeeper, make changes to the copy provided, and submit the changed application system (new code, documentation, builds, etc.), back through the project CM Library gatekeeper for deployment by NRC.

The Contractor shall perform operational support tasks for CAS in the SOW following guidance provided by the NRC Project Officer or the Financial Systems Operations Team (FSOT) Team Chief. Individual efforts required of the Contractor will be to provide operational and technical support for CAS client, Metify and Cognos in the form of data support, report generation, troubleshooting and systems restoration support, and production support. The Contractor may be tasked to draft any new operational procedures to be used by NRC OIS personnel to support their involvement with the operations of the application including an overnight batch processing procedure for the application environment. The Contractor shall produce necessary documentation of work performed as defined in the tasks listed below.

Specialized technical expertise may be required and will be authorized by the NRC to resolve complex system issues during the integration of major upgrades or application of patches and fixes unique to the NRC technical environment. The Contractor shall be required to provide the technical experts needed to solve any of these issues that might occur.

#### **4.1 System Security**

All system modifications made by the Contractor shall comply with NRC security policies and procedures for a moderate sensitivity system, and all National Institute of Standards and Technology (NIST) 800 series, and OMB A-123, and A-130 policies to ensure FISMA compliance. In the performance of the specific contract requirements/tasks identified in Section 4.0, the Contractor shall comply with the following security requirements:

- 4.1.1 All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the system sensitivity level.
- 4.1.2 The Contractor shall ensure that its employees, in performance of the contract, receive IT security training in their role (e.g., system administrators must receive training in the IT security of the application system being used).
- 4.1.3 The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the government. The system security plan and other information system security documentation for the contract are considered sensitive unclassified information.

The Contractor must handle sensitive unclassified information according to NRC's Sensitive Unclassified Non-Safeguards Information program (SUNSI).

- 4.1.4 The Contractor shall only use NRC provided e-mail accounts to send and receive information considered sensitive, such as security documentation, system vulnerability information, or data qualified by the Privacy Act of 1974.
- 4.1.5 The Contractor shall ensure system modifications adhere to proper internal controls to include the segregation of duties and ensure that the modifications do not compromise the functionality that enforces access authorizations.
- 4.1.6 The Contractor shall ensure the information system provides only essential capabilities and specifically prohibits and/or restrict the use of specified functions, ports, protocols, and/or services.
- 4.1.7 The Contractor shall ensure the most restrictive set of rights/privileges or access needed by users (or processes acting on behalf of users) for the performance of specified tasks and ensures the access is enforced by the system through assigned authorizations.
- 4.1.8 The NRC Information System Security Officer (ISSO) is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. In addition, any possible change to the security posture of other NRC systems as a result of maintaining the application, including those required of the infrastructure or other agency systems must go through a formal change process that includes concurrence by the owners of the systems affected and the Senior IT Security Officer (SITSO).
- 4.1.9 The Contractor shall only use licensed software and an in-house developed authorized code (including government and contractor developed) on the system and for processing government information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC Designated Authorizing Authority (DAA). The Contractor shall provide proof of licensing upon request of the Contract Officer, the Contract Officer Technical Representative (COTR), the Project Officer, to the Cost Accounting Project Officer, the NRC SITSO, or the DAA.
- 4.1.10 The Contractor shall ensure all development and testing of the system is performed in the appropriate development and test environments specified by the NRC and data are protected at the moderate sensitivity level.
- 4.1.11 The Contractor shall provide application level support necessary to comply with all NRC security policies and procedures for moderate sensitivity systems and coordinate with NRC any modifications required to the application that impacts configured and hardened computers, operating systems, and database environments.
- 4.1.12 The Contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g., using server-side technology such as ASP, PHP, or JSP).
- 4.1.13 As necessary, the Contractor shall ensure that sensitive data transmitted over a network uses Federal Information Processing Standards (FIPS) 140-2 validated encryption. The Contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.
- 4.1.14 The Contractor shall comply with the Continuous Monitoring requirements identified in NIST Special Publication 800-37.

#### 4.2 Configuration Management

The Contractor shall obtain approval from the NRC Project Officer or Financial Systems Operations Team (FSOT) team chief, CAS Project Manager prior to making any proposed changes to the systems. Changes to the systems that affect other systems, interfaces to the systems, or services being provided by OIS must be coordinated with the NRC Project Officer, appropriate system owners, service providers, or appropriate OIS personnel. In the performance of the specific contract requirements/tasks identified in Section 4.0, the Contractor shall comply with the following Configuration Management (CM) requirements:

- 4.2.1 The Contractor shall make all system modifications in the NRC designated development and test systems that are exact replicas of the operational system. These systems will reside at an NRC accredited facility and will not be connected to the operational environment. The modifications must be tested on the test system, and once testing verifies the modifications, the change is migrated to the production system. All modifications must be documented and recorded in the agency change control system. The Contractor shall follow the NRC project level codified CM procedures, using the IBM Rational toolset.
- 4.2.2 The Contractor shall adhere to the NRC change control policies and procedures. Version control shall be implemented and any modifications are documented as necessary by the NRC CM Library Gatekeeper to produce new components. All modifications shall be made in the development system and the new executable tested on the test system before the change is accepted and approved by the NRC.
- 4.2.3 The Contractor shall maintain a library of all appropriate system documentation and maintain any changes based on review/update cycles for each documented artifact.

#### 4.4 Task 1: Operations and Maintenance for the Cost Accounting System (CAS)

This task includes providing O&M services until CAS is decommissioned and/or the transition to an SSP is complete, whereby the SSP will assume such duties. The Contractor shall be responsible for making necessary changes to ensure that identified problems with the CAS are corrected and the system is returned to production in a manner that satisfies the needs of the government. A critical component of CAS O&M support is the periodic processing of data through the system and the generation of outputs in the form of Cognos Powerplay cubes and reports to support the agency mission.

- 4.4.1 The Contractor shall perform general application systems technical support for the CAS Client, Metify CAS and for all associated reporting tools and databases. This responsibility covers a wide range of duties. Such support will take the form of technical analysis and reports, technical assistance in troubleshooting anomalies, working with the Cost Accounting Functional Lead and technical staff to maintain the system, developing technical project schedules and planning of technical support sequences such as disaster recovery, hardware and software setup and planning, system test and evaluation planning, system rollout technical evaluation, system analysis and reports, technical guidance in the areas of hardware and software monitoring tools, and technical analysis of process scheduling tools.
- 4.4.2 The Contractor shall provide O&M support for the following CAS applications:

Cost Accounting Interface – T- SQL, Sybase

Cost accounting Setup Tables – MS Access 2003

Armstrong-Laing's "Metify" Cost Model version 2.0.7. Technologies supporting the CAS include: Microsoft (MS) C#. MS Access Visual Basic, MS DCOM Configuration, MS IIS (Web Server), DataDirect Technology ODBC (Configuration), Sybase T-SQL.

- Metify ABM Server
- Metify ABM Client
- Metify Link for Access
- Metify Link for PowerPlay

Support the "As-Is" COGNOS PowerPlay version 6.6 Cube Reports and COGNOS UpFront software

- Cognos Impromptu
- Cognos Impromptu Administration
- Cognos Enterprise Server
- Cognos Script Language
- Cognos Access Manager Administration

- 4.4.3 The Contractor shall provide for the loading and configuring of the CAS application to include new releases, upgrades, patches, and fixes to the software. Loading and configuring software shall constitute providing this service to the point whereby the application software is ready for use by the NRC in a production environment. The Contractor shall coordinate with the NRC Project Officer and the cost accounting Functional Lead in the performance of this work.
- 4.4.4 The Contractor shall assist the NRC cost Accounting Functional Lead with developing new cost accounting Powerplay cubes and reports as needed.
- 4.4.5 The Contractor shall assist in drafting or revising desk procedures and user manuals.
- 4.4.6 The Contractor shall participate in new initiatives, relatives to system upgrades, maintenance, etc. Involvement is estimated to be four hours per month to attend briefings and discussions on new initiatives impacting the operations and maintenance of CAS at NRC Headquarters.
- 4.4.7 The Contractor shall provide assistance to the NRC security contractor responsible for completing required security deliverables, to include; Memorandum of Understanding, Interconnection Security Agreements, Security Categorizations, Security Risk Assessments, System Security Plans, Contingency Plans, Security Test and Evaluation Plan, Corrective Action Plans and a Certification Letter.
- 4.4.8 The Contractor shall provide production support on a daily basis for the CAS Client, Armstrong-Laing Metify cost accounting module, Cognos software, interfaces, and related databases. The majority of work will take the form of technical support in the implementation options for vendor releases, patches, and fixes to the products. Production support shall also include: initiating program sequences on a prescribed schedule; monitoring data transfers between systems either through a kick-off of electronic processes (programs) or inputs of tapes or other physical media; verification of data and data modeling; and, system monitoring, technical troubleshooting, and applying immediate corrective measures to agency production application systems.
- 4.4.9 During monthly, quarterly, and annual processing periods the Contractor shall be expected to be available during other than normal business hours to ensure the proper processing of the data in the CAS.

#### **4.5 Task 2: Modification of Cost Accounting System to integrate with HRMS Upgrade**

The NRC plans to upgrade the HRMS Time and Labor system (HRMS). The HRMS system is one of the key interfaces with the Cost Accounting System. These two systems reside on the same Sybase server. HRMS plans to implement a Windows/SQL server environment, which may require modification and testing of the interfaces used in CAS. We expect the HRMS upgrade to be conducted between September 2009

and January 2010, the hours related to this work have been included in the price schedule for the base year.

- 4.5.1 The NRC will be responsible for developing the project plan for the HRMS & CAS modernization effort. The Contractor shall provide input to the NRC Project Officer for the project plan by identifying activities, dependencies, deliverables, resources, and timeframes for performing the work.
- 4.5.2 The Contractor shall provide for the loading and configuration of the CAS software applications onto the server and will operate the system software. Loading and configuring software shall constitute providing this service to the point where the application software is ready for use by the NRC on the primary and backup servers at the NRC Headquarters, and the NRC back-up server located at Region I in King of Prussia, Pa. The Contractor shall coordinate with the NRC Project Officer in the performance of this work.
- 4.5.3 The Contractor shall assist the NRC Project Team with configuring the tables within the CAS application/modules and related databases based on the desired settings established by the NRC Project Team. The NRC Project Officer will approve all configuration settings for the CAS.
- 4.5.4 The Contractor shall analyze the existing interfaces and design, code, and test the new interfaces to ensure the continued transfer of data between CAS, HRMS, FFS, EPM and RPS.
- 4.5.5 The Contractor shall participate in management briefings and conference calls as necessary and as directed.
- 4.5.6 The Contractor shall assist in the updating of systems security certification and accreditation documentation NIST standards, special publications and guidance; Federal Information Security Management Act (FISMA) requirements; OMB Circular A-130, Management of Federal Information Resources; NRC Management Directive (MD) 12.5, Automated Information Security Program; and, MD 2.8 Project Management Methodology. The Contractor shall perform changes to the new version of the application that relate to corrective actions resulting from C&A activities in order to obtain an Authority to Operate (ATO).
- 4.5.7 The Contractor shall provide assistance to the NRC Security Contractor responsible for completing required security deliverables, to include; Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Vulnerability Scan & Report, Corrective Action Plan and a Certification Letter.

**4.5.4 Task 3: Migration to a Commercial or Federal Shared Service Provider (SSP)**

The NRC plans to replace its core accounting system (FFS) with a modern integrated core financial system (FAIMIS) and to have the new system hosted by a commercial or Federal SSP. A segment of this effort is to integrate the functionality currently performed by the legacy CAS into the new system. We expect the transition to take place during the first year. The hours related to this work have been included in the price schedule for year 1. The Contractor shall be expected to assist the NRC with performing migration activities for CAS to include, but not limited to:

The Contractor shall be required to collect and maintain the source documentation, source code, executables, builds and vendor products utilized for the maintenance activity to ensure that NRC is operating the latest version of the vendor software.

The Contractor shall take special care to fully document the CAS interface code and the procedures and interfaces needed to operate the CAS modules. This will include ensuring the operational procedures are in place to continue cost accounting operations using interfaces to update the systems with the information as needed. This is critical documentation, not just for the NRC Project Team, but also to continue operations in the future.

The Contractor shall be expected to attend multiple fit-gap sessions, as needed, with the SSP to ensure that all nuances and NRC objectives are addressed and covered as part of the planned transition effort.

To facilitate any future transition of the CAS functionality, the Contractor shall assemble pertinent documentation and forward it to the commercial or Federal SSP to assist them in gaining the knowledge necessary to accept and successfully transition the CAS functionality. The Contractor shall assist NRC Project Officer and SSP in the creation and management of all pertinent schedules designed to track the progress of the transition effort. The Contractor shall participate in management briefings and conference calls as necessary and as directed.

If problems are identified that may prevent the successful transition, the Contractor shall assist the NRC Project Officer and SSP with providing a complete description, in writing using e-mail, of the problems identified and the approaches to resolving them. The NRC Project Officer shall be notified via e-mail once problems are identified. In addition, the problems should be discussed with the NRC Project Officer and applicable NRC personnel at the next status meeting.

The Contractor shall assist the SSP to design, develop, and document the interface code developed for the new CFS to the NRC legacy systems and the DOI/NBC FPPS system in order to continue operations. The Contractor shall assist the NRC with testing the interfaces and documenting the results. The Contractor may be asked to review installation options or work with the NRC Project Team and SSP personnel to ascertain the best technical approaches for interfacing with the NRC systems and the DOI/NBC FPPS system.

The Contractor shall work closely with the SSP to ensure a smooth transition of all O&M for CAS.

## **5.0 PERSONNEL QUALIFICATIONS**

Contractor personnel must have demonstrated experience in the CAS applications systems software and platforms identified in the relevant sections of this statement of work. This must include expert experience in the maintenance of Metify, Cognos, Sybase, MSSQL Server, Oracle 7.6 and MSAccess. Expert knowledge in cost allocation, activity based costing, financial accounting and knowledge of FFS. Competency in technical, written communication, and analytical skills as demonstrated through prior assignments in the technical support area. Experience with applications running on a NOVELL LAN platform supported by a Sybase database and using standard reporting tools. Knowledge of and proficiency with SQR, XML Publisher is mandatory. Database Administration in the use of Sybase and MS SQL Server is important to support applications and interfaces residing in these environments.

## **6.0 SECURITY REQUIREMENTS**

The personnel proposed under this contract will be subject to a background check. The contractor is responsible to submit the required paperwork to the Office of Personnel Security immediately after contract award, failure to do so will delay the approval of the background check. This process could take up to 90 days from contract award. The contractor will not be allowed to perform any work until the background check is completed.

## **7.0 OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE**

The following processes will be used by NRC to motivate successful performance of the contract requirements stated herein:

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated herein shall constitute a **“valid-deficiency”** under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor’s control.

The Contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month’s period. For any month in which the Contractor fails to comply with the contract requirements stated herein, NRC reserves the right to deduct the following amounts from that month’s total monthly invoice payment:

Personnel Replacement

If the contractor needs to replace a personnel in the contract, it shall do so following clause 2052.215-70 KEY PERSONNEL (JAN 1993), which is included as part of the additional terms and conditions. However, we expect the contractor to submit an acceptable replacement on a timely manner, which is why the following deduction schedules are included.

**1. Number of days it takes the contractor to submit a resume for an acceptable replacement:**

<b>0-15 days</b>	Will result in no deduction;
<b>16-30 days</b>	Will result in 1% deduction of the total monthly invoice.
<b>31-45 days</b>	Will result in 2% of the total monthly invoice.
<b>45 or more days</b>	Will result in a 3% of the total monthly invoice

**2. Number of resumes submitted until an acceptable replacement for Key personnel is accepted by the NRC project officer.**

<b>0-2 Resumes</b>	Will result in no deduction;
<b>3-5 Resumes</b>	Will result in 3% deduction of the total monthly invoice.
<b>5 or more Resumes</b>	Will result in 5% of the total monthly invoice.

The deductions for each of the items (1) through (2) above shall be independently applied to the invoice total for each month.

If an invoice is zero dollars, for any given month, the deduction will be calculated based on the hours of operation cited in section 8.2 times the hourly rate, less any federal holidays or unexpected building closures.

In any given month if the performance standard deductions exceed the amount of the monthly invoice, they shall be carried as a credit balance until fully deducted. For example, if the monthly invoice is for \$1,000 and the following are applicable, the deduction will be calculated as follows:

The contractor provided one resume on day #17 days 1% = \$10

Two other resumes were provided in less than 15 days and the third person was accepted. 3% = \$30

**TOTAL DEDUCTION = \$40**

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

**8.0 ADMINISTRATIVE CONSIDERATIONS**

**8.1 Place of Performance**

The majority of work under this contract will be performed at the NRC Headquarters location. Most work during the development stage can be performed offsite. The integration and testing phases will have to be performed mostly on-site. The production phase will be conducted predominantly on-site. Access to the NRC facilities will be provided by the NRC as required during non-business hours. Certain technical and administrative tasks may be accomplished off-site at other NRC facilities or the Contractor’s work site. Such work will be approved by the NRC Project Officer on an individual task basis.

## **8.2 Availability of Service / Service Coverage**

Contractor personnel are expected to conform to the NRC regular operating hours. Regular work hours for this contract are Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST), unless otherwise approved by the NRC Project Officer. When extenuating circumstances require "on call" technical expertise during a major system outage when operations is critical, the NRC may require evening and weekend work in order to avoid system interruptions to the user community. In these instances, the NRC will give the Contractor at least 48 hours advance notice when evening and weekend work will be required if possible. For an emergency during non-working hours, a four hour response time is required. These applications are critical to meeting the NRC mission and may require Contractor personnel to be on-call to minimize system down time. The Contractor will be given 24 hour access to the NRC facilities when after hours work is required. Under certain circumstances the Contractor may also access the system from a remote location to monitor and resolve application problems. The contractor shall receive approval from the NRC Project Officer prior to gaining remote access to the systems.

## **9.0 MEETINGS**

### **9.1 Initial Kick-off Meeting**

For tasks identified above, the Contractor shall participate in an initial meeting no later than five (5) business days after award. The purpose of the meeting is to review and discuss the NRC goals for the contract and to establish work guidelines, systems access, and a communications framework for the contract. Internal NRC documents will be coordinated during this meeting.

### **9.2 Status Meetings**

The Contractor shall plan for bi-weekly meetings with the NRC Project Officer, CAS Functional Lead and others to review the status of ongoing tasks. The record log will be updated reflecting the results from the meetings. An activity report will be provided at the bi-weekly meetings whereby the Contractor shall identify the changes since the last update with an emphasis on problems encountered, actions taken and; if problems were not resolved, the proposed solutions and timeframes for implementing the solutions.

Major conclusions/actions will be documented in bi-weekly meeting minutes and submitted to the NRC Project Officer, CAS Functional Lead, or their designee(s). In addition, the Contractor shall prepare a monthly financial progress report detailing the persons who worked the past reporting period, the tasks they worked on, and their hours and costs expended to date. This report will be delivered to the NRC Project Officer no later than five business days after the close of the reporting month. The Contractor shall ensure that costs, by task, on the monthly financial report shall agree with the monthly invoice submitted to the NRC for payment.

## **10.0 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT**

To facilitate the work to be performed under this contract, the NRC will, upon request, provide the Contractor with any and all materials documenting current applications systems, processes, requirements, and provide access to government and other contractor personnel as required.

**ENCLOSURE 2**

**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.

ENCLOSURE 2

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

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

**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

## ENCLOSURE 2

### 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

**ENCLOSURE 2**

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

total of each cost, billed to date by activity.

**3. Definitions**

- 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 \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(f)	<u>Direct Costs:</u>		
	(1) Direct Labor	\$ _____	\$ _____
	(2) Travel	\$ _____	\$ _____
	(3) Materials	\$ _____	\$ _____
	(4) Equipment	\$ _____	\$ _____
	(5) Materials Handling Fee	\$ _____	\$ _____
	(6) Consultants	\$ _____	\$ _____
	(7) Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____

**NRC-35**

**SYSTEM NAME:**

Drug Testing Program Records—NRC.

**SYSTEM LOCATION:**

Primary system—Division of Facilities and Security, Office of Administration, NRC, Two White Flint North, 11545 Rockville Pike, Rockville, Maryland.

Duplicate system—Duplicate systems exist in part at the NRC Regional office locations listed in Addendum I, Part 2 (for a temporary period of time); and at the current contractor testing laboratories, collection/evaluation facilities.

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Persons including NRC employees, applicants, consultants, licensees, and contractors.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

These records contain information regarding the drug testing program; requests for and results of initial, confirmatory and follow-up testing, if appropriate; additional information supplied by NRC employees, employment applicants, consultants, licensees, or contractors in challenge to positive test results; and written statements or medical evaluations of attending physicians and/or information regarding prescription or nonprescription drugs.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

5 U.S.C 7301 (note); 42 U.S.C. 290dd-2; Executive Order 12564; Pub. L. 100-71, Title V Sec. 503; Pub. L. 100-440, Title VI Sec. 628; Executive Order 9397.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

In addition to the disclosures permitted under subsection (b) of the Privacy Act, the NRC may disclose information contained in this system of records without the consent of the subject individual if the disclosure is compatible with the purpose for which the record was collected under the following routine uses:

- a. To identify substance abusers within the agency;
- b. To initiate counseling and/or rehabilitation programs;
- c. To take personnel actions;
- d. To take personnel security actions;
- e. For statistical reporting purposes. Statistical reporting will not include personally identifiable information; and
- f. For the routine uses specified in paragraphs number 6 and 7 of the Prefatory Statement of General Routine Uses.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

Records are maintained on paper and computer media. Specimens are maintained in appropriate environments.

**RETRIEVABILITY:**

Records are indexed and accessed by name, social security number, testing position number, specimen number, drug testing laboratory accession number, or a combination thereof.

**SAFEGUARDS:**

Records in use are protected to ensure that access is limited to those persons whose official duties require such access. Unattended records are maintained in NRC-controlled space in locked offices, locked desk drawers, or locked file cabinets. Stand-alone and network processing systems are password protected and removable media is stored in locked offices, locked desk drawers, or locked file cabinets when unattended.

**NRC-DR-09-09-324**  
**Enclosure 3: NRC-35**

Network processing systems have roles and responsibilities protection and system security plans. Records at laboratory, collection, and evaluation facilities are stored with appropriate security measures to control and limit access to those persons whose official duties require such access.

**RETENTION AND DISPOSAL:**

Records are retained and disposed of in accordance with the National Archives and Records Administration (NARA) approved disposition schedules which can be found in the NRC Comprehensive Records Disposition Schedule, NUREG-0910, NARA's General Records Schedules, as well as in recently approved Requests for Records Disposition Authorities. NRC records disposition schedules are accessible through the NRC's Web site at <http://www.nrc.gov/reading-rm/recordsmgmt/disposition.html>. Records that do not have an approved disposition schedule will be retained until disposition authority is obtained from NARA in accordance with 36 CFR 1220.38(b), Disposition of Records.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director, Division of Facilities and Security, Office of Administration, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

**NOTIFICATION PROCEDURE:**

Individuals seeking to determine whether this system of records contains information about them should write to the Freedom of Information Act and Privacy Act Officer, Office of Information Services, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, and comply with the procedures contained in NRC's Privacy Act regulations, 10 CFR part 9.

**RECORD ACCESS PROCEDURE:**

Same as "Notification procedure."

**CONTESTING RECORD PROCEDURE:**

Same as "Notification procedure."

**RECORD SOURCE CATEGORIES:**

NRC employees, employment applicants, consultants, licensees, and contractors who have been identified for drug testing who have been tested; physicians making statements regarding medical evaluations and/or authorized prescriptions for drugs; NRC contractors for processing including, but not limited to, specimen collection, laboratories for analysis, and medical evaluations; and NRC staff administering the drug testing program to ensure the achievement of a drug-free workplace.

**EXEMPTIONS CLAIMED FOR THE SYSTEM:**

Pursuant to 5 U.S.C. 552a(k)(5), the Commission has exempted portions of this system of records from 5 U.S.C. 552a(c)(3), (d), (e)(1), (e)(4)(G), (H), and (I), and (f).

<p><b>NRC FORM 187</b> (7-2008) NRCMD 12</p>	<p><b>U.S. NUCLEAR REGULATORY COMMISSION</b></p> <p><b>CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</b></p>	<p><b>AUTHORITY</b> The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.</p>																								
<p><b>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</b></p>																										
<p>1. CONTRACTOR NAME AND ADDRESS</p> <p><b>TBD</b></p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p>B. PROJECTED START DATE <b>10/01/2009</b></p> <p>C. PROJECTED COMPLETION DATE <b>02/28/2011</b></p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>																								
<p>3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE</p>																										
<p>A. DOES NOT APPLY <input checked="" type="checkbox"/></p>	<p>B. CONTRACT NUMBER</p>	<p>DATE</p>																								
<p>4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION</p> <p><b>Operations and Maintenance Support for the Cost Accounting System(CAS)</b>  <b>Base period is for 1 year beginning 10/01/09 and ending 09/30/2010</b>  <b>*Option period for 5 months from 10/01/2010 and ending 02/28/2011.</b>  <b>RFPA: OCFO-09-324</b></p>																										
<p>5. PERFORMANCE WILL REQUIRE</p> <p>A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</p> <p><input type="checkbox"/> YES (If "YES," answer 1-7 below)</p> <p><input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)</p>	<p>NOT APPLICABLE</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">NATIONAL SECURITY</th> <th colspan="2">RESTRICTED DATA</th> </tr> <tr> <th>SECRET</th> <th>CONFIDENTIAL</th> <th>SECRET</th> <th>CONFIDENTIAL</th> </tr> </table>	NATIONAL SECURITY		RESTRICTED DATA		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL																
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<p>1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION</p> <p>2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)</p> <p>3. GENERATION OF CLASSIFIED MATTER.</p> <p>4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.</p> <p>5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.</p> <p>6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.</p> <p>7. OTHER (Specify)</p>	<p><input checked="" type="checkbox"/></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>																							
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<p>B. IS FACILITY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>																										
<p>C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.</p> <p>D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.</p> <p>E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.</p> <p>F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.</p>	<p>G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.</p> <p>H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.</p> <p>I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.</p> <p>J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.</p>																									
<p>FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.</p> <p><b>NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</b></p>																										

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>Kevin Jones, Project Officer</b>	SIGNATURE  <i>Kevin Jones</i>	DATE  08/31/09
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

**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

**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>Cynthia Rhcaumc, Controller OCFO</b>	SIGNATURE  <i>Cynthia Rhcaumc</i>	DATE  8/31/09
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <b>Robert B. Webber, Acting Director ADM/DFS</b>	SIGNATURE  <i>Robert B. Webber</i>	DATE  9/4/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  <b>Phyllis A. Bower, Director ADM/DC</b>	SIGNATURE  <i>Phyllis A. Bower</i>	DATE  9/8/09

REMARKS