

2 AMENDMENT/MODIFICATION NO. **MD 82**      3 EFFECTIVE DATE **September 28, 2009**      4 REQUISITION/PURCHASE REQ. NO. **01-0290**      5 PROJECT NO (if applicable)

6 ISSUED BY **U.S. Nuclear Regulatory Commission  
Division of Contracts  
Attn: Michael Turner- TWB-01-B10M  
Contract Management Branch No. 3  
Washington DC 20555-0001**      7 ADMINISTERED BY (If other than Item 6) **U.S. Nuclear Regulatory Commission  
Div of Contracts  
Mailstop: TWB-01-B10M  
Contract Management Branch No. 3  
Washington, DC 20555-0001**

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) **L-3 SERVICES, INC  
ATTN: MICHAEL S. RATHBUN  
ITS CONTRACTS MANAGER  
11955 Freedom Drive  
Reston, VA 20190**      9A. AMENDMENT OF SOLICITATION NO.      9B. DATED (SEE ITEM 11)      10A. MODIFICATION OF CONTRACT/ORDER NO. **CS00T98ALD0017 DR-01-C290**      10B DATED (SEE ITEM 13) **X 09-28-2009**

CODE **136127482**      FACILITY CODE      X **09-28-2009**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) **See Accounting and Appropriation Data in Block 14**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.**  
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, off-ice, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b)  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  
 D OTHER (Specify type of modification and authority) **Bilateral Modification - FAR 52-212-4 Changes**

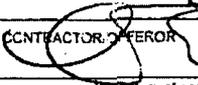
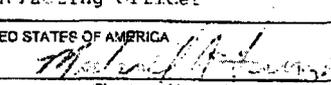
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Accounting and Appropriation Data for Modification No. 82 under Task Order No. DR-01-0290 is as follows:

910-15-5E1-330	J1145	252A	31X0200.910	\$2,026,498.00	FFSF 10970752
910-15-5E1-330	J1144	252A	31X0100.910	\$3,460,900.00	FFSF 10970907

Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) **Michelle Baker  
Director of Contracts**      15B. CONTRACTOR OFFICER (Signature of person authorized to sign)       15C. DATE SIGNED **9/30/09**      16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Michael A. Turner,  
Contracting Officer**      16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)       18C. DATE SIGNED **9/29/09**

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**OCT 02 2009**

**ADM002**

The purpose of this modification is to:

1. Accept L-3 Services, Inc.'s, Technology Change Request (TCR) dated, July 1, 2009, to upgrade the NRC PC Desktop Systems in contract Years 8-9 (OPTIONS) of the task order. The minimum specifications for the upgrade are as follows: (1) Intel Core 2, (2) Duo E7300 2.66GHz Processor, (3) 2GB DDR2 RAM, (4) USB Smart Card Reader Keyboard, (5) 2" Flat Panel Monitor, (6) GEForce 9300 or higher Dual DVI/VGA video card, (7) 160GB 7200RPM Hard Drive, (8) 16XDVD Read/Write with recording/playback SW, and (9) USB 2-button optical mouse. There is **no additional cost** to the Government in the price of existing Product Classes PCDESKTOP, PCDESKTOPTOWER, and PCDESKTOPSFF, or monthly prices of the Core Service Bands associated with this TCR;
2. **Increase** the estimated quantity for Product Class PC3845ROUTER and Core Service Band CSB3845ROUTER (Est. Quantity: 19 each) in contract Years 8-9 (OPTIONS) of the task order. As a result of this action, Years 8-9 (Options) are increased by **\$5,586.00 and \$22,116.00** respectively. See **Item A** below for configuration of the product class and core service band;
3. **Add** Product Class PCSECUREZIP and Core Service Band CSBPKWARESECUREZIP (Est. Quantity: 4700 Users) for PKWARE Secure Zip Licenses for 4700 User Licenses for Years 8-9 (OPTIONS) under the task order. As a result of this action, Years 8-9 (Options) are increased by **\$42,566.00 and \$101,655.00** respectively. See **Item B** below for configuration of the product class and core service band. This task order modification confirms the authorization provided to L-3 via e-mail dated, May 28, 2009, to commence work under this effort with a temporary cost ceiling not-to-exceed \$42,566.00. Reference is made to L-3's proposal dated May 28, 2009, as amended June 9, 2009;
4. **Add** Product Classes PCDUALFPM22, PCDUALFPM24, PCFPM24 and Core Service Bands CSBDUALFPM22, CSBDUALFPM24, and CSBFPM24 (Est. Quantity: 500/Dual 22", 200/ Dual 24", 200/Singe 24") for Dual Monitor Configurations for Agency Desktops and Dockable Laptop Workstations for Years 8-9 (OPTIONS) under the task order. As a result of this action, Years 8-9 (Options) are increased by **\$154,500.00 and \$379,200.00** respectively. See **Item C** below for configuration of the product class and core service band. This task order modification confirms the authorization provided to L-3 via e-mail dated, April 30, 2009, to commence work under this effort with a temporary cost ceiling not-to-exceed \$25,000.00. Reference is made to L-3's proposal dated April 22, 2009;
5. Accept L-3 Services, Inc.'s, Technology Change Request (TCR) dated, July 6, 2009, to upgrade the NRC Intrusion Detection System by replacing the existing Product Classes and Core Service Bands (PCFWCOZN1/CSBFWCOZN1, PCFWDMZS1/CSBFWDMZSI, PCFWDTZN1, CSBFWDTZN1, PCFWIDS1/CSBFWIDS1, PCFWPYZN1/CSBFWPYZN1, CFWRSZN1/CSBFWRSZN1, CFWSMZN1/CSBFWSMZN1, PCFWZNEX1/CSBFWZNEX1 with **new** Product Classes/Core Service Bands (PCHQIDS/CSBHQIDS, PCREMOTEIDS/CSBREMOTEIDS) under the contract Year 9 (OPTION) of the task order. See **Item D** below for configuration of the product class and core service band. As a result of this action, Year 9 (Option) is increased by **\$173,004.00**;
6. Designate a new NRC Alternate Project Officer as reflected under **Item E** below;

7. Revise contract clauses H.23 and H.24, and incorporate new contract clauses H.28 and H.29 under the task order as reflected Item F below.

As a result of the above, the total estimated value, inclusive of all options of this task order is hereby **increased** by \$878,627.00 from \$149,467,816.31 to **\$150,346,443.31**.

8. Provide incremental fund in the amount of \$5,488,498.00, thereby increasing the obligated amount of the task order from \$133,040,681.16 to **\$138,529,179.31**.

Accordingly, the task order is hereby modified as follows:

- A. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, increase the estimated quantity for the following product class and core service band in Years 8-9 for CLINS 0008B and 0009B. The monthly prices and totals are as follows:

Year/CLIN	Product Class/Core Service Band	Previous Monthly Price	Current Monthly Price (Mod 80)	Current Net Change Monthly Price (Mod 80)	No. of Months/Net Change Annually
Year 8 CLIN 0008B	PC3825ROUTER/ CSB3825ROUTER	\$ [REDACTED]	[REDACTED]	\$98/\$1,1862.00 (Est. 19)	[REDACTED]
Year 9 CLIN 0009B	PC3825ROUTER/ CSB3825ROUTER	\$ [REDACTED]	[REDACTED]	\$97/\$1,843.00 (Est. 19)	[REDACTED]

- B. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band in Years 8-9 for CLINS 0008B and 0009B. The monthly prices and totals are as follows:

Year/CLIN	Product Class/Core Service Band	Description	Qty.	Months	Product Class/Core Service Band Yearly Cost
Year 8 CLIN 0008B	PCSECUREZIP/CSB PKWARESECUREZIP (5/28/09 - 9/27/09)	PKWARE Secure Zip Licenses (4700 Users)	[REDACTED]	[REDACTED]	[REDACTED]
Year 9 CLIN 0009B	PCSECUREZIP/CSB PKWARESECUREZIP (9/28/09 - 5/27/10)	PKWARE Secure Zip Licenses (4700 Users)	[REDACTED]	[REDACTED]	[REDACTED]

C. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band in Years 8-9 for CLINS 0008B and 0009B. The monthly prices and totals are as follows:

Year/CLIN	Product Class/Core Service Band	Description	Qty.	Months	Product Class/Core Service Band Yearly Cost
Year 8 CLIN 0008B	PCDUALFPM22/ CSBDUALFPM22 (PC/\$21 – CSB/\$12)	Dual 22" Monitor	300	6	\$ 7,200.00
	PCDUALFPM24/ CSBDUALFPM24 (PC/\$37 – CSB/\$15)	Dual 24" Monitor	100	6	\$ 2,220.00
	PCFPM24/CSBFPM24 (PC/\$11 – CSB/\$9)	Single 24" Monitor	200	6	\$ 2,016.00
Year 9 CLIN 0009B	PCDUALFPM22/ CSBDUALFPM22 (PC/\$21 – CSB/\$13)	Dual 22" Monitor	300	12	\$ 10,080.00
	PCDUALFPM24/ CSBDUALFPM24 (PC/\$37 – CSB/\$16)	Dual 24" Monitor	100	12	\$ 4,440.00
	PCFPM24/CSBFPM24 (PC/\$11 – CSB/\$9)	Single 24" Monitor	200	12	\$ 2,592.00

D. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band in Year 9 for CLIN 0009B. The monthly prices and totals are as follows:

Year/CLIN	Existing PC/CSB (Intrusion Detection System)	New PC/CSB (Intrusion Detection System)	Existing PC/CSB Price, Annually	New PC/CSB Price, Annually	Net Change Monthly	No. of Months/Net Change Yearly
Year 9 CLIN 0009B	PCFWCOZN1 PCFWDMS1 PCFWDZTN1 PCFWIDS1 PCFWPYZN1 PCFWRSZN1 PCFWSMZN1 PCFWZNEX1  CSBFWCOZN1 CSBFWDMZS1 CSBFWDTZN1 CSBFWIDS1 CSBFWPYZN1 CSBFWRSZN1 CSBFWSMZN1 CSBFWZNEX1	PCHQIDS (Est. Qty. 1)  PCREMTEIDS (Est. Qty. 5)  CSBHQIDS (Est. Qty. 1)  CSBREMTEIDS (Est. Qty. 5)	\$ 15,242.00	\$ 15,242.00	\$ 15,242.00	12 months \$ 1,270.17

**Note:** Table 3 (B-T1) and Table 4 (B-T4) will be updated to reflect monthly PC/CSB pricing as follows:  
 PCHQIDS (\$15,242)  
 PCREMTEIDS (\$2,138)  
 CSBHQIDS (\$3,708)  
 CSBREMTEIDS (\$2,008)

E Under Section G "Contract Administration Data, Subsection G.17, entitled, "**PROJECT OFFICER AUTHORITY**," is deleted in its entirety and substituted with the following in lieu thereof:

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

**Name:** William Szyperski  
**Address:** U.S. Nuclear Regulatory Commission  
Mail Stop: T-5D14  
Washington, DC 20555  
**Telephone:** (301) 415- 7150

**Name:** Joseph Turner - **Alternate**  
**Address:** U.S. Nuclear Regulatory Commission  
Mail Stop: T-5D15  
Washington, DC 20555  
**Telephone:** (301) 415-7410

**Name:** Dawn Oliver - **Alternate**  
**Address:** U.S. Nuclear Regulatory Commission  
Mail Stop: T-5D14  
Washington, DC 20555  
**Telephone:** (301) 415-5657"

**Name:** Helen Hughes - **Alternate**  
**Address:** U.S. Nuclear Regulatory Commission  
Mail Stop: T-5D14  
Washington, DC 20555  
**Telephone:** (301) 415-8708"

**Name:** Michael Williams - **Alternate**  
**Address:** U.S. Nuclear Regulatory Commission  
Mail Stop: T-5D14  
Washington, DC 20555  
**Telephone:** (301) 415-7827"

(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.

(END OF CLAUSE)

F. Under Section H, "Special Contract Requirements, Subsections H.23 and H.24 are deleted in their entirety and new contract clauses H.28 and H.29 are added as follows:

#### **H.23 2052.204-70 SECURITY**

(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 (Safeguards, Official Use Only, and Proprietary information) 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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.

(END OF CLAUSE)

#### **H.24 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES**

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 Personnel Security Branch, Division of Facilities and Security (PSB/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 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*

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 PSB/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."

(END OF CLAUSE)

#### **H.28 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (July 2007)**

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The contractor shall conduct a preliminary security interview or review for each security clearance contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The contractor will pre-screen applicants for the following:

- (a) pending criminal charges or proceedings;
- (b) felony arrest records including alcohol related arrest within the last seven years;
- (c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years;
- (d) any involvement in hate crimes;
- (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end;
- (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years;
- (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years;
- (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

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

The contractor will further ensure that all contractor employees, subcontractor employees and consultants for classified information access approval complete all 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 security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the contractor to comply with this condition 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 termination or cancellation, the Government may select another firm for contract award.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by FSB/DFS, based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is 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. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to FSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until FSB/DFS has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on FSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others who have or may have an NRC

contractual relationship which requires access to classified information.

#### CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor 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 Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

(End of Clause)

#### **H.29 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.

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

<http://www.wv.gov/foia/foia-records-privacy-systems.html>

G. Subsection B.8 - **CONSIDERATION AND OBLIGATION**, is deleted in its entirety and substituted with the following in lieu thereof.

"(a) The total estimated amount of this task order (ceiling) for the products/services ordered, delivered, and accepted under this task order is **\$150,346,443.31**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the task order period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this task order is **\$138,529,179.31**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this task order. The obligated amount shall, at no time, exceed the task order 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 task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

A summary of obligations under this task order from the date of award through the date of this modification is provided below:

Total FY'01 Obligations.....	\$ 627,000.00
Total FY'02 Obligations.....	\$ 9,974,407.71
Total FY'03 Obligations.....	\$11,350,381.33
Total FY'04 Obligations.....	\$11,411,960.00
Total FY'05 Obligations.....	\$11,241,131.78
Total FY'06 Obligations.....	\$20,639,113.00
Total FY'07 Obligations.....	\$20,371,079.44
Total FY'08 Obligations.....	\$22,362,208.00
Total FY'09 Obligations.....	\$30,551,897.14

Cumulative Total of NRC Obligations: **\$138,529,179.31**.

This modification obligates FY'09 funds in the amount of **\$5,488,498.00**.

All other terms and conditions under this task order remains unchanged.