

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE: 2

2. AMENDMENT/MODIFICATION NO. 0003

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO. 42-07-481T033M003 097481330250717

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE 3100

7. ADMINISTERED BY (If other than Item 6) CODE 3100

U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555

U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

N J NUMARK ASSOCIATES INC NUMARK ASSOCIATES, INC.

1220 19TH ST NW STE 500 WASHINGTON DC 200362444

CODE 788247377

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-42-07-481 0033

10B. DATED (SEE ITEM 13) 07-11-2008

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) B&R 925-15-171-107 JCN:Q4025; BOC: 252A; APPN: 31X0200 Obligate: \$0.00

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

Form with sections A, B, C, D for contract modification details. Section C is checked with 'MUTUAL AGREEMENT OF BOTH PARTIES PURSUANT TO FAR 52.243-2, CHANGES COST-REIMBURSEMENT ALT 1'.

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the revised SOW reflecting the decreased level of effort; decrease in task order ceiling.

Total Order Ceiling Amount: \$3,415,760 (changed) Total Obligated Amount: \$1,884,104 (unchanged) Period of Performance: 07/11/2008 - 07/10/2010 (unchanged)

See continuation page.

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

Signature blocks for 15A (Neil J. Numark, President), 15B (Contractor/Officer), 16A (Kala Shankar, Contracting Officer), 15C (Date Signed: 9/30/09), and 16C (Date Signed: 9/30/09).

NSN 7540-01-152-8070 PREVIOUS EDITIONS NOT USABLE TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 13 2009

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FPMR (41 CFR) 53.243

ADM002

The purpose of this modification is to decrease the task order ceiling to reflect a reduced level of effort. Accordingly, the subject task order is hereby modified as follows:

Paragraph 2, page 2 of 2 under the base task order 33, is hereby deleted in its entirety and replaced with the following:

“Task Order No. 33 shall be in effect from 07/11/2008 through 07/10/2010, with a cost ceiling of \$3,415,760. The amount of \$3,335,715 represents the estimated reimbursable costs, and the amount of \$80,045 represents the fixed fee.”

The revised Statement of Work is attached and made part of this task order.

A summary of obligations for this task order, from award date through the date of this action is given below:

Total FY08 Obligation Amount:	\$1,354,104.00
Total FY09 Obligation Amount:	<u>530,000.00</u>
Cumulative Total of NRC Obligations:	\$1,884,104.00

***ALL OTHER TERMS AND CONDITIONS OF THE SUBJECT TASK ORDER
REMAIN UNCHANGED***

MODIFICATION
TASK ORDER STATEMENT OF WORK

JCN Q-4025	Contractor Numark Associates	Task Order No. NRC-42-07-481 (033)
Applicant N/A	Design/Site Generic	Docket No. Various- will be provided upon contract delivery
Title/Description NRO Planning, Scheduling, and Support Services		
TAC No. Various-will be provided at time of task order award	B&R Number: 825-15-171-107	SRP Section(s) or ESRP N/A
NRC Technical Assistance Project Manager (TAPM)		
David D'Abate	301-415-0667	David.DAbate@nrc.gov
NRC Technical Monitor (TM)		
Steve Bloom	301-415-2431	Steven.Bloom@nrc.gov

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC's) Office of New Reactors (NRO) is leading an unprecedented level of planning and infrastructure development to prepare for a large number of new reactor applications. As a result of these new reactor licensing activities, the NRO is experiencing significant changes in workload, staffing, and day-to-day operations and interactions. The NRC staff is engaged in numerous interactions with industry, vendors, and contractors regarding prospective new reactor applications and licensing activities. As such, the NRC expects an unprecedented level of technical review and licensing work associated with these new reactor licensing activities over the next five years. Compounding this problem is that the NRC has not received an application for new construction and operation of a new power plant in over 30 years. At this time, the NRC expects to receive more than 21 Combined Licensee (COL) applications, along with 4 Design Certifications, and 1 Early Site Permit over the next several years. The exact date of when each of these applications will be submitted to the NRC is only approximated. The breadth and scope of scheduling, planning, and analysis for new reactor application reviews far exceeds that of most planning efforts conducted in the history of the NRC. Therefore, this project requires specialized experience and best practices, currently only available in industry, to effectively and efficiently manage all scheduling, planning, and analyses activities.

The Planning, Scheduling, and Support Service task order will provide expert scheduling and support services to ensure success in the scheduling and managing of the forthcoming new reactor applications. Because the entire portfolio of NROs licensing work will utilize the same resource pool, changes to the schedule of one project are likely to impact many other project schedules. As such, planning and scheduling expertise is required to analyze these interdependencies and to make recommendations to ensure minimal impact on major and significant project milestones.

As mentioned above, the NRC expects to receive more than 21 COL applications over the next several years. Each of the COL applications and design certifications (DCs) contain approximately 2,800 line items that must be managed. It is expected that multiple applications will be submitted on the same date or in close proximity to one another. Consequently, it is difficult to estimate the exact amount of scheduling effort required. Significant changes to simultaneous efforts could occur as a result of a small change to submittal dates. This situation makes it difficult to predict how many scheduling personnel will be needed to address the needs related to peak demands and shifting schedules. Additional scheduling activities will occur as these schedules are maintained and adjusted to meet evolving scheduling and review decisions.

2.0 OBJECTIVE

The objective of this task order is to provide the NRC with scheduling expertise and support services to ensure success of the Enterprise Project Management (EPM) tool. The tasks described below, with the exception of master scheduling support, are currently being performed by Project Performance Corporation (PPC) under a contract that ends August 22, 2008. The objective of this contract is to sustain the level of support provided by PPC (essentially the work described in Sub-Task A on page 9) and to add new support as described in Sub-Tasks B & C on pages 9 & 10.

3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

TASK 3.1 SCHEDULING SUPPORT:

The contractor shall enter scheduling data into the Enterprise Project Management (EPM) system. This data will be derived from various sources such as: 1) the technical staff branches that are performing the reviews, 2) the chapter project managers (PMs), and 3) decisions made by the Resource Management Board (RMB). The EPM contains the schedules for the more than 21 combined license (COL) applications, 4 design certification (DC) reviews, and 1 early site permit (ESP) review, which will continue for approximately 4 years. Each schedule contains approximately 2800 line items that must be managed. The exact date that these applications will be submitted to the NRC is only approximated until the application is actually received. The NRC staff will give the various data inputs to the contractor and will prioritize and order the schedules that should be updated.

EPM is a suite of products accessed from NRC's desktop for electronically supporting the Licensing Program Plan (LPP). In addition to Microsoft Project and Project Web Access (PWA), EPM also includes the SharePoint tools for tracking Risks, and more. The Licensing Program Plan (LPP) is NRC's plan for handling the expected new reactor applications according to the new process defined by 10 CFR Part 52. Currently, LPP serves COL Applications, DCs, and ESPs.

Tasks/Standards	Scheduled Completion	Deliverables
<p>1. REQUIREMENT: Orientation session to become familiar with implementing NROs EPM 2007 with sufficient level of detail to understand schedule impacts.</p> <p>STANDARD: Attendance by individuals designated by NRC.</p>	<p>*One week after authorization of work.</p>	<p>Complete orientation.</p>
<p>2. REQUIREMENT: Modify schedule(s), as directed.</p> <p>STANDARD: Schedules incorporated with few or no changes required by QA check.</p>	<p>*TBD at time of modification assignment commensurate with complexity of assignment</p>	<p>Schedule (s) changes incorporated and QA check performed.</p>
<p>3. REQUIREMENT: Assist NRC staff in analyzing schedule impacts of proposed changes such as, leave, training or when level of effort changes because of quality or technical complexity. Provide (a) proposed solution and (b) assist staff with implementation, as proposed.</p> <p>STANDARD: Analyses is thorough and proposed solution is functional.</p>	<p>*TBD at time of modification assignment commensurate with complexity of assignment.</p>	<p>Documentation of impact and proposed solution.</p>
<p>4. REQUIREMENT: Develop views and reports, as directed.</p> <p>STANDARD: New views/reports meet customer design requirements.</p>	<p>*TBD at time of modification assignment commensurate with complexity of assignment</p>	<p>Completed view and/or report.</p>
<p>5. REQUIREMENT: Attend meeting, as directed.</p> <p>STANDARD: Prepares and participates, as appropriate.</p>	<p>*As requested by the TM.</p>	<p>Attend/Participate.</p>

Tasks/Standards	Scheduled Completion	Deliverables
<p>6. REQUIREMENT: Prepare and/or deliver presentations, as directed.</p> <p>STANDARD: Ensure presentation materials are reviewed and approved by NRC staff.</p>	<p>*As requested by the TM.</p>	<p>Prepare materials and/or delivers presentations.</p>

* These Work Schedules are subject to change by the NRC Contracting Officer (CO) to support the needs of the NRC Licensing Program Plan.

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

Any modifications to the scope of work, cost or period of performance of this task order must be issued by the CO and will be coordinated with the NRO Project Officer.

TASK 3.2 EARNED VALUE MANAGEMENT AND ANALYSIS

Requirement: The contractor shall assist in the implementation of Earned Value Management techniques; review NRO scheduling activities and make proposals to increase the effectiveness and efficiency of those activities; assist in the proper allocation of enterprise resources; conduct analyses, prepare reports; and brief the NRC, the public, and industry, as required.

Standard: Earned Value Management effectively implemented, scheduling activities are done in a manner consistent with industry best practices, analyses are clear and concise and result in actionable proposals.

TASK 3.3 REPORT GENERATION

Requirement: The contractor shall generate and deliver timely reports to the NRO PO, unless otherwise specified, which are free of errors and omissions in accordance with the specified report run and development schedule. The reports will be primarily developed using Crystal Reports. The contractor shall review the reports for errors and omissions. The contractor shall verify all data elements in the reports and the information. Report data will be generated from Microsoft Project Pro, 2007, version.

Routine reports will be generated by the contractor and disseminated in a timely manner to staff as directed by the NRO PO. Contractor will be responsible for maintaining the report distribution list. Custom Reports shall be generated by the contractor as directed by the NRO PO.

Standard: Reports are free of errors and delivered in a timely manner, as directed by the TM. Completion dates for the assignment will be commensurate with complexity of assignment and assigned by the TM.

TASK 3.4 TRAINING DEVELOPMENT AND PRESENTATION

Requirement: As directed by the NRO PO, the contractor will develop and provide concise and informative training to the NRC staff on various scheduling topics provided by the NRO TM, such as the use of EPM, Microsoft Project Professional, as needed to perform their roles and responsibilities. The contractor will develop course content, and conduct training at the NRC. Most of this training will be hands-on and conducted at individual work stations.

Standard: NRC staff has final approval of training material. Training material is developed accurately, timely and at the appropriate level for the respective subject matter. Completion dates for the assignment will be commensurate with complexity of assignment and assigned by the TM.

TASK 3.5 TASK PROCEDURE DEVELOPMENT

Requirement: The contractor will assist the NRC staff in the development and documentation of the standard processes necessary to generate and implement the schedules in EPM, as directed by the NRO POC.

Standard: Procedures are written succinctly and are thorough. Completion dates for the assignment will be commensurate with complexity of assignment and assigned by the TM.

TASK 3.6 PROJECT MANAGEMENT

Requirement: The contractor shall oversee and manage tasks described above (Tasks 3.1 – 3.5).

Standard: Tasks are delivered on time and standards are met. Project Management reports are written clearly and are provided on time.

4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

As specified in the base contract, the contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order.

All staff provided by the contractor must possess, at a minimum, expertise in the following areas: Microsoft Enterprise Project Management (EPM) 2007, MS Project Professional 2007 and Excel. Specific qualifications for this effort include:

Master Scheduler – The master scheduler must possess extensive knowledge and experience (at least five years) in managing and analyzing large, complex schedules. The master scheduler will provide oversight of the other planners and schedulers. The master scheduler shall also be capable of performing all of the tasks under section 3.1, although duties will be weighted more heavily towards analysis. The master scheduler will assist in the implementation of Earned Value Management techniques; review NRO scheduling activities and make proposals to increase the effectiveness and efficiency of those activities; assist in the proper allocation of enterprise resources; conduct analyses, prepare reports; and brief the NRC, the public, and industry, as required.

Planner and Scheduler – Planners and Schedulers must possess, at a minimum, at least one year of direct scheduling experience. Additionally, the contractor shall provide at least one staff member who possesses expertise in MS Crystal Reports. Other staff must have at least one year experience working daily with MS Project Professional.

Project Manager - The Project Manager (PM) shall have at least five years experience managing projects of similar size and scope. The PM shall oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract. The PM has a working knowledge of EPM and MS Project. The Project Manager is made available to NRO as needed.

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

5.0 REPORTING REQUIREMENTS

Task Order Progress Report

The contractor shall provide a monthly progress report summarizing accomplishments, expenditures, contractor staff hours expended, percent completed for each task under this task order, and any problems encountered by the contractor. The report shall be sent via e-mail to the NRC TM, TAPM and CO.

Please refer to Section F of the basic contract award document for contract reporting requirements.

Technical Reporting Requirements

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

6.0 MEETINGS AND TRAVEL

Two 1-day working meetings to kickoff project and conduct contractor orientation.*

This work is expected to be performed on-site at NRC. However, if space limitations exist at NRC which prevent a contractor or contractors from working on-site, NRC may request that work be performed at the contractor's facility. In those cases the contractors are to be available within one hour (60 minutes) on request to participate via telephone conference call or attend

meetings or to work at NRC in Rockville, Maryland.

*At the discretion of the NRC TM, meeting may be conducted via telephone or video conference.

7.0 NRC FURNISHED MATERIAL

NRC shall furnish available documentation associated with this project as well as access to the EPM, Microsoft Project Server 2007. Access to Crystal Reports, Microsoft Project Pro and Sharepoint will be provided by NRC at the NRC work station for contractor use.

8.0 LEVEL OF EFFORT

Each of the 6 tasks (Task 3.1 – 3.6) described in section 3.0 has been divided into three pieces. These sub-tasks contain the same basic work elements, but in varying proportions (54%, 26% and 20% for subtasks a, b, and c, respectively) because the focus of each sub-task is different and supports a slightly different part of the New Reactor's mission. The sub-task groupings are further defined below.

Sub-Task A. Maintain licensing schedules up-to-date by making changes to EPM schedules as requested by the user community. Assist in the development and maintenance of schedule templates and procedures. Provide expert advice to support scenario planning schedule analysis. Provide recommendations for process improvements and other scheduling and analysis support as requested, this could include creating reports, developing and presenting training.

Sub-Task B. Provide direct support to NPLS PMs by supplementing them in coordinating activities with each project team. Assist in the development and maintenance of schedule templates and procedures. Provide expert advice to support scenario planning schedule analysis. This may also require the performance of routine schedule updates and maintenance. Provide recommendations for process improvements and other scheduling related activities as requested, this could include creating reports, developing and presenting training.

Sub-Task C. Provide direct support to the NRO technical divisions by assisting branch chiefs and managers with schedule analysis and report generation. Provide expert advice to support scenario planning schedule analysis. Provide recommendations for process improvements and other scheduling and analysis support as requested. This may also require the performance of routine schedule updates and maintenance. Provide recommendations for process improvements and other scheduling related activities as requested, this could include creating reports, developing and presenting training.

These sub-tasks are integral to each of the overall tasks (Tasks 1–6) described in this section. There may be instances where sub-tasks will overlap between multiple contractors (e.g. Company 1 may be assigned Task 3, Sub-task B and also Task 3, Sub-task A). Also, contractor personnel may be reassigned between multiple EPM schedules.

The estimated hours of sub-tasks are approximations of the division of labor needed.

The incumbents work to-date has been primarily in task 3.1. This involves making changes to schedules by adding or removing tasks, changing resources assigned to tasks, changing task durations or work and other related activities such as improvement to schedules that must be

made across the entire portfolio. NRO's portfolio of projects contains tens of thousands of tasks so the effort required to maintain these schedules is large relative to the other contract tasks.

Level of Effort in hours for FY08-09

<u>Task(s)</u>	<u>Labor Category</u>	<u>Sub-Task A</u>	<u>Sub-Task B</u>	<u>Sub-Task C</u>
3.1. Task Scheduling Support	Planning & Scheduling	8,000	3412	1476
3.2. Earned Value Management	Planning & Scheduling	1,000	540	1500
3.3. Report Generation	Planning & Scheduling	120	60	500
3.4. Training Development and Presentation	Planning & Scheduling	240	488	488
3.5. Procedure Development	Planning & Scheduling	240	120	120
3.6. Project Management	Planning & Scheduling	272	144	104
Yearly Total		9,872	4,764	4,188

Level of Effort in hours for FY09-10

<u>Task(s)</u>	<u>Labor Category</u>	<u>Sub-Task A</u>	<u>Sub-Task B</u>	<u>Sub-Task C</u>
3.1. Task Scheduling Support	Planning & Scheduling	8,000	3,412	1,476
3.2. Earned Value Management	Planning & Scheduling	250	90	50

<u>Task(s)</u>	<u>Labor Category</u>	<u>Sub-Task A</u>	<u>Sub-Task B</u>	<u>Sub-Task C</u>
3.3. Report Generation	Planning & Scheduling	360	520	750
3.4. Training Development and Presentation	Planning & Scheduling	240	188	188
3.5. Procedure Development	Planning & Scheduling	240	120	120
3.6. Project Management	Planning & Scheduling	610	530	60
Total		9700	4860	2644

9.0 PERIOD OF PERFORMANCE

The projected period of performance is 2 years from date of task order award.

10.0 SPECIAL CONTRACT REQUIREMENTS

10.1 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.

10.2. 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. 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.

10.3. SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall 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 10 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 pre-screening signed record or review shall 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 building 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 Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance 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.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's

employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

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

The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control

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

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

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

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

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

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a 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.

11.0. OTHER APPLICABLE INFORMATION

a. License Fee Recovery

All work under this task order is fee recoverable and must be charged to the appropriate TAC number(s). A list of TAC numbers will be provided.

b. Assumptions and Understandings:

The level of effort for tasks is based on the assumption that the number and approximate timing of the submission of the applications is close to what we anticipated.

It is understood that when necessary the contractor will be available for conference calls with the NRC staff.

c. Federal Information Security Management Act

The NRC is required to undergo yearly Federal Information Security Management Act "FISMA" compliance reviews. That effort has been completed. To maintain this required certification and accreditation level, the contractor shall ensure that all work done under this SOW contributes toward the overall IT security goals. This means the contractor is required to comply with relevant IT security requirements, and to notify the NRC if any work performed is outside the known parameters. The NRC's Office of Information Systems staff is responsible for maintaining the certification and accreditation documentation and conducting reviews that result

in the Authority to Operate.

d. Information Systems Rules of Behavior

All contractor personnel are required to review and sign the Office of New Reactors, "Information Systems Rules of Behavior" prior to being granted access to NRC IT systems.