

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE May 5, 2010	4. REQUISITION/PURCHASE REQ. NO. RFPA: CFO-09-09-337 RFS: CPO10327		5. PROJECT NO.(if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sheila Bumpass, 301-492-3484 Mail Stop TWB 01 B10M Rockville, MD 20852	CODE 3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts TWR-01-B10M 11545 Rockville Pike Rockville MD 20852		CODE 3100
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) STRATEGIC E-BUSINESS SOLUTIONS, INC. BETHESDA MD 208145330			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	X 09-11-2009
CODE	FACILITY CODE			

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) OBLIGATE: \$173,418.23; B&R: 07N156H1352 JC:N7454 BOC:252A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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.
X	Changes Clause 52.212-4
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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.)

The purpose of this modification is to increase the contract ceiling by \$173,418.23, provide within scope changes to tasks 1, 2, and 3, and provide funding of in the amount of \$173,418.23, thereby fully funding this contract. Specific changes are reflected on page two.

Period of Performance:

01/01/2010 11 2000 Contract No. 30 2011

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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.

15A. NAME AND TITLE OF SIGNER (Type or print) Howard Folkes, President & CEO	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheila Bumpass Contracting Officer
16B. CONTRACTOR REFERENCE 	16C. DATE SIGNED 5/10/2010
16D. UNITED STATES OF AMERICA 	16E. DATE SIGNED 5/11/2010

Specific changes as a result of this modification are as follows:

1. Change in current contract funding

	Original Contract	Funds Remaining	Total Mod Cost	Modification Delta Cost	Actual Cum. Total Contract Value Incl. Mod.
Task 1	\$ 103,290.24	\$ (19,877.93)	\$ 7,763.81	\$ 27,641.74	\$ 130,931.98
Task 2	\$ 162,344.36	\$ 40,327.51	\$ 210,582.45	\$ 170,254.94	\$ 332,599.30
Task 3	\$ 486,832.67	\$ 307,560.76	\$193,225.79	\$ (114,334.98)	\$ 372,497.70
ODC	\$ 6,142.00	\$ 1,642.00	\$ 75,808.64	\$ 74,166.64	\$ 80,308.64
Task 4	\$ 57,356.72	\$ (15,689.88)	\$	\$ 15,689.88	\$ 73,046.60
Total Cost	\$ 815,965.99	\$313,962.46	\$487,380.69	\$173,418.23	\$ 989,384.22

2. Substitute the contract Scope of Work for the Scope of work below:

1.0 BACKGROUND

The Office of the Chief Financial Officer (OCFO) leads the agency in planning and ensuring the appropriate use of financial resources, and provides financial services to support the Nuclear Regulatory Commission (NRC) mission and goals.

The OCFO is undergoing an intensive effort to transform the organization. On January 17, 2010, a reorganization within the OCFO occurred. The changes affected the team structure in the Division of Planning, Budget and Analysis and the Division of the Controller, by consolidating management and closely realigning functions within the branch structure. The goal was to better position the OCFO to achieve the Chairman's goals and objectives for financial management and to meet upcoming financial management challenges and address increasing workload effectively and efficiently.

The OCFO management team would like to improve their performance and validate outcomes in their areas of responsibility.

The Division of Planning and Budget, DPB is responsible for ensuring Agency alignment, performance and compliance with financial practices.

DPB is organized into three branches, which carry out the above responsibilities: Budget Analysis Branch (BAB), Planning and Performance Management (PPMB) and the Funds Allocations and Reporting (FARB).

The primary functions of DPB include::

- Manage the agency's Planning, Budgeting, and Performance Management (PBPM) Process.
- Provide agency senior management with independent analyses of policy, program, and resource issues.
- Manage the strategic planning, budget formulation, and resource/performance management process.
- Develop and maintains policies, procedures, and operations to formulate and implement the approved NRC budget.
- Develops and administers NRC authorization and appropriation legislation.
- Oversees the agency's administrative control of funds; approves and issues allowances and financial plans; and maintains liaison with OMB, and congressional committees as directed.
- Manages the agency's Performance Management Program.

The Division of the Controller, DOC is responsible for providing technical advice, assistance, and interpretation on NRC's reporting, accounting, financial policy, financial systems and financial operations activities.

DOC is organized into four branches, which carry out the above responsibilities: Financial Reporting and Analysis Branch, (FRAB), Financial Systems Branch, (FSYSB), Accounts Receivable/Payable Branch, (ARPB), Financial Services Branch, (FSRVB).

The primary functions of DOC include:

- Oversee an agency-wide internal controls program.
- Develop and maintains agency systems for general accounting, cost accounting, fees and capitalized property.
- Administer the agency's license fee program.
- Provide general accounting services such as maintaining general ledger accounts, compilations of accounting data and preparation of management accounting reports
- Formulate policies, standards and procedures for travel and related services and reporting requirements.
- Administer the centralized payroll and time and labor reporting policies and functions.
- Prepare the agency's annual financial statements
- Manage the administrative control of funds for the NRC Central Allowance.

In addition to the two divisions, the Resource Management Staff is responsible for providing Human Resources, Budgeting, Contingency of Operations Plan, (COOP), Information Technology, (IT) and Administrative Services for the OCFO organization.

Based on the new organizational structure and areas of responsibility for the divisions, the OCFO would like to modify the existing contract with SeBs to include transition management

support, team acceleration and performance support for the entire OCFO management and staff.

2.0 OBJECTIVE

The contractor shall furnish all personnel, materials, labor, supplies, equipment, travel, and other direct costs necessary to provide additional expert consulting services to assist the OCFO management and staff in providing strategic and organizational effectiveness, program analysis and improvement, and Division dynamics and improvement. This contract will be accomplished through the issuance of task orders.

3.0 DESCRIPTION OF THE SCOPE OF WORK

The contractor shall provide expert consulting services as described in Section 4. The personnel assigned to this effort shall be knowledgeable and experienced in the areas of project and program management, strategic planning, business process mapping, team performance and dynamics, and organizational development.

The contractor will be responsible for assigning professional staff, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet the analytical objectives of the work specified in this statement of work (SOW). The NRC will rely on representations made by the contractor concerning the qualifications of personnel assigned to this effort, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

If any work will be subcontracted or performed by consultants, the contractor shall obtain the NRC Project Manager (PM) written approval of the subcontractor or consultant before initiating any subcontract.

4.0 SPECIFIC TASKS

4.1 Task 1 - Project Management

4.1.1 Requirement

The Contractor shall participate in a kick-off meeting with the Project Manager (PM) and other NRC representatives no later than seven (7) calendar days after the initiation of the contract or as otherwise agreed to by the Project Manager. The purpose of the meeting is to discuss NRC's goals for the project and to provide information to the Contractor in sufficient detail to develop an initial Project Management Plan. The plan shall include all milestones, target completion dates, and resources to complete the scope and objectives outlined in this statement of work (SOW). The plan shall be provided no later than ten (10) business days after the kick-off meeting or as otherwise agreed to by the Project Manager.

A second kickoff meeting for project planning purposes shall be required for the contract modification.

4.1.2 Deliverables:

- Business Improvement and Office Alignment and Performance Management Project Management Plan
- Project Planning Kickoff Meeting
- Project Plan

4.2 **Task 2 – Team Acceleration & Performance Improvement**

4.2.1 Requirement

In support of the OCFO organizational effectiveness, team acceleration and performance improvement shall be provided by the contractor that combines the Belbin Team Role Profiles and phased Team Accelerator approach to enhance and increase team results. The contractor shall provide:

- Team Accelerator Phase 1: Create a shared common understanding, language and experience of high performance team-work amongst a larger group
- Team Accelerator Phase 2: Translate the learning into specific, focused actions for each of the real life teams (functional teams) within the group

The contractor shall institute an organization improvement approach that addresses:

- Individual and Team Development
- Assessment and Improvement of Management and Staff
- Communications strategies and processes
- Training strategies for staff

The contractor shall provide team acceleration and performance consulting support services that demonstrates how the results achieved by the OCFO organization are a direct consequence of the performance of its teams. This task shall identify team roles, map team performance and culture, provide team management oversight, resolve team issues that may arise, impact decision-making ability, improve the overall team performance of leadership and staff.

This task must provide sufficient support to reach all of the existing managers and team members in OCFO. Team development support shall commence within 21 calendar days from the date of the contract award.

Option 1: SeBs shall provide meeting space to facilitate six to eight, two day Phase I and Phase II Team Accelerations workshops to accommodate the DPB, DOC, and RMS management and staff. The works

4.2.2 Deliverables

At the conclusion of each team acceleration and performance meeting, or at the PM's discretion the conclusion of a series of meetings, the contractor shall provide documentation describing all professional development meetings held, including the purpose and summary of the meeting's results. All reports shall be delivered within 15 calendar days from the date of the meeting (or series of meetings). In addition, this task shall provide:

- Individual Team Role Reports
- Team Feedback Reports
- Performance Monitoring
- Follow-up and Team Building and Coaching Support

Meeting summaries shall provide the dates of the meeting(s), NRC and contractor attendees, and sufficient information to determine the effectiveness of the team performance and acceleration tasks.

4.3 Task 3 – Transition Management Support

4.3.1 Requirement

SeBs shall support the OCFO with transition planning and execution following the reorganization. SeBs will host restructuring framework planning session between OCFO and division leadership to define the background and objectives of the reorganization. The objective of this session will be to ensure leadership is on the same page and agree to coordinate together. At the conclusion, the vision and expectations of the restructuring will be documented and communications will be created for each division to share with staff.

The contractor shall create a template for an OCFO transition road map that will be used to describe the objectives, changes and necessary actions for restructuring each organization effectively.

The contractor shall support the execution of each organizations transition road maps described above. Additional support may be provided in the following areas:

Management Offsite: SeBs will support the planning, execution and facilitation of the 2.5 day management offsite. This offsite will focus on teambuilding, communication and alignment. The goal is to bring the team closer together through collaborative exercises, improve communication and leave the session with an understanding of OCFO alignment between organizations, leadership, and staff.

At the direction of the Project Manager, additional support if needed may also be provided in the following areas:

Communication Strategy and Planning: SeBs shall support the execution of the transition by developing a communication strategy, plan and core messages that should be released throughout the transition to ensure staff continue to engage in the transition effort and support leadership.

Workload Coordination and Functional Gap Analysis: SeBs shall work with branch leadership define new and existing division and branch responsibilities, processes, program-level coordination, key positions and work products to the level of detail needed for a basic operating model.

Training Program Review: SeBs shall support a training program gap analysis and revisions based on branch needs. This will be done to ensure that staff have sufficient knowledge, skills and ability to successfully integrate into their new roles.

In conjunction with the management offsite SeBs will facilitate alignment working sessions for OCFO, divisions and branches to identify gaps, strengths, opportunities and areas for improvement. The alignment working sessions will include evaluating alignment between the OCFO offices as well as alternative strategies based on inputs from the transition management task.

4.3.2 Transition Monitoring

Project Management Support: In order to ensure the transition is executed effectively, the contractor will work with each transition manager to monitor the execution and support the implementation of their transition plans during the restructuring.

Belbin Utilization: The contractor will help the staff utilize Belbin techniques learned in the classroom workshop to enable staff to translate these tools and techniques in day-to-day settings.

New Leader Assimilation: The contractor shall provide New Leader Assimilation sessions to accelerate the team formation process and reducing the time it takes to establish new relationships between a leader and their direct reports. The process helps to eliminate guesswork and misconception by bringing to the open points of style, operation, needs of the group and potential problem areas.

4.3.3 Risks and Issues Mitigation

The contractor shall work with the transition managers and leadership to identify risk and issues throughout the transition as well develop mitigation plans and execute corrective actions with responsible parties.

4.3.4 Deliverables:

- Restructuring Framework and Transition Plan
- Transition Execution and Monitoring

5.0 ACCEPTANCE CRITERIA

The Contractor shall finalize all deliverables resulting from each task described in section 4 above. Any additional revisions shall be incorporated, as appropriate. All specified deliverables

shall be provided in final and shall be thorough and complete. See Section 11, Schedule of Deliverables.

Tasks are not considered complete until all applicable open issues have been resolved and all specified deliverables approved.

Meeting summaries shall provide the dates of the meeting(s), NRC and contractor attendees, and sufficient information to determine the effectiveness of the team performance and acceleration tasks.

All deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and financial terms shall be clearly defined to be understood by all readers. Final deliverables should be transmitted to the NRC Project Manager in hard copy and electronic form. Electronic format for all deliverables shall be provided using tools commonly used in industry/government. All major work deliverables are considered complete upon receipt and final review and approval by the NRC Project Manager.

A formal Quality Assurance Surveillance Plan will not be used to assess the quality of services provided under this contract.

Performance incentives will not be used under this contract.

6.0 MEETINGS AND TRAVEL

In order to accomplish work in the SOW, the contractor may be required to travel to attend meetings at, NRC Headquarters, Rockville, MD, or participate/facilitate in off-site meetings and workshops with OCFO personnel.

The following meetings and travel are anticipated (this estimate is advisory only and should not be use as the sole basis for development of the project plan):

6.1 Meetings with NRC

The following meetings are anticipated to support the effort:

- Two, one-day working meeting to kickoff project and finalize project plan.
- One-day working meetings at NRC headquarters to facilitate recommendation implementation.
- Ongoing meetings with DPBA staff for team development and facilitation.
- Off-site facilitation and support meetings with OCFO personnel.

6.2 Travel

Local travel to NRC Headquarters is anticipated under this effort.

The Contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness at the NRC Headquarters. The Contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements.

All work conducted on NRC premises shall be accomplished during the normal NRC business week, which is 8:00 a.m. to 5:p.m., Monday through Friday, exclusive of Federal Holidays.

It is also anticipated that at the direction of the Program Manager, contractor personnel shall be required to travel and participate, facilitate and coordinate off-site meetings and workshops.

7.0 REPORTING REQUIREMENTS

The contractor shall provide a Monthly Status Report to the NRC PM, and Contract Specialist by the 15th of each month. The report shall be transmitted electronically and provide the technical and financial status of the effort.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period and a summary of milestones reached, An explanation of any milestones missed, problems, delays encountered or anticipated must be provided along with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs; and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/task order. Additionally, the report shall address the status of the Contractor Spending Plan (CSP) for each task order, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer), and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in

accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

8.0 NRC RESPONSIBILITIES

The OCFO will coordinate any meetings or interviews necessary for contractor to provide expert consulting services to the Division.

The OCFO will, upon request, provide the Contractor with any and all materials, reports, studies or documentation of processes, practices, requirements and access to subject matter experts, as necessary. OCFO is responsible for resolving internal issues that affect the project.

The OCFO will provide inputs or comments to the Contractor new reports needed.

The NRC will provide any temporary office space, equipment, office supplies, or software for contractor personnel as needed required for performance of the tasks in the Statement of Work

9.0 PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

The projected period of performance: September 11, 2009 – September 30, 2011. The LOE is as reflected in the contract.

10.0 KEY PERSONNEL AND PROJECT OFFICER

The personnel assigned to this effort shall be knowledgeable and experienced in the areas of project and program management, strategic planning, business process mapping, team dynamics, performance and improvements.

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

- Project Manager
- Senior Consultants
- Consultants
- Specialist

The Contracting Officer's authorized technical representative hereinafter referred to as the project manager for this order is _____

11.0 SCHEDULE OF DELIVERABLES

Id	Name	Type	Due Date
4.1	Project Management Project Planning Meeting		7 calendar days after contract award

	Project Plan		Project Start (PS) + 10 business days
4.2	Team Acceleration & Perform Improvement Summary Meeting Reports Team Acceleration Workshops	Final	15 calendar days after meeting or series of meetings TBD
4.3	Transition Management	Final	PS + 15 business days
4.4	Strategic Alignment & Transform	Final	PS + 60 calendar days

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise), which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others

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

- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.
- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
 - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate;
 - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter; and
 - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area), if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

(e) Access to and use of information

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a(1988)) or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974(5 U.S.C. Section 552a (1988)), the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this

contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

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

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

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

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

- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

SITE ACCESS CLEARANCE

The contractor will require access to NRC Headquarters during the period of performance of this contract.