

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER JUN 01 2010		2. CONTRACT NO. (if any) GS35F0068J		6. SHIP TO:		
3. ORDER NO. NRC-03-10-080		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar; 301 492 3638 Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 03-10-080 NRR-10-134		b. STREET ADDRESS		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR PROJECT PERFORMANCE CORPORATION		f. SHIP VIA		8. TYPE OF ORDER		
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 1760 OLD MEADOW RD STE 400		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY MC LEAN	e. STATE VA	f. ZIP CODE 221024331		10. REQUISITIONING OFFICE NRR		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 020-15-171-273, J4360, 252A, 310X200.0920, Obligate:\$105,000 DUNS: 622496230		11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT N/A		
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>THE U.S. NUCLEAR REGULATORY COMMISSION HEREBY ACCEPTS PROJECT PERFORMANCE CORPORATION'S OFFER DATED 3/31/2010 TO PROVIDE THE SERVICES DESCRIBED IN THE ATTACHED STATEMENT OF WORK ENTITLED "ENTERPRISE PROJECT MANAGEMENT FOR THE WATTS BAR 2 REACTIVATION PROJECT"</p> <p>THIS IS A LABOR HOUR TYPE ORDER WITH A CEILING AMOUNT OF \$694,871.19 (INCLUSIVE OF ALL OPTIONS)</p> <p>THE PERIOD OF PERFORMANCE OF THIS ORDER SHALL BE FROM 6/1/2010 through 05/31/2011 with one (1) additional twelve (12) month option period.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		17(i) GRAND TOTAL	
	c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230		

22. UNITED STATES OF AMERICA
BY (Signature)

Kala Shankar

23. NAME (Typed)

Kala Shankar
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

ADMOU

A.1 PROJECT TITLE

The title of this project is as follows:

“Enterprise Project Management Maintenance for the Watts Bar 2 Reactivation Project.”

A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to obtain contractor services to maintain the Watts Bar 2 reactivation project schedule and to track all work from the schedule.

A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$278,162.09 (including \$1,000 in estimated travel costs). The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$105,000.00. 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 contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.4 PRICE/COST SCHEDULE

The contractor shall provide technical support services to NRC in accordance with the Statement of Work (see Section A.5) during the period of performance of this delivery order at the rates set forth below under GSA Contract No.:GS-35F-0068J.

BASE PERIOD: DATE OF AWARD THROUGH 12 MONTHS

			TASK 1 06/01/10-05/31/11	
RESOURCE NAME	GSA LABOR CATEGORY	GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	[REDACTED]	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]	\$8,074.40

			TASK2 06/01/10-05/31/11	
RESOURCE NAME	GSA LABOR CATEGORY	GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	0	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]	\$46,185.30

			TASK 3 06/01/10-05/31/11	
RESOURCE NAME	GSA LABOR CATEGORY	GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	0	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	[REDACTED]	[REDACTED]
				\$11,845.76

			TASK 4 06/01/10-05/31/11	
RESOURCE NAME	GSA LABOR CATEGORY	GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	0	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	37	[REDACTED]
SUBTOTAL BASE YEAR				\$277,162.09

OPTION YEAR ONE: DATE OF EXERCISE THRU 12 MONTHS

			TASK 5 12/01/10-11/30/11	
RESOURCE NAME	GSA LABOR CATEGORY	GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	7	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	0	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	[REDACTED]	[REDACTED]
				\$292,269.80

			TASK 6 01/01/11-05/31/11	
RESOURCE NAME	GSA LABOR CATEGORY	Blended GSA RATE	HOURS	PRICE
Dan Epperson	Portal Deployment Manager	[REDACTED]	[REDACTED]	[REDACTED]
David Stepp	Portal Deployment Manager	[REDACTED]	0	-
Alex Fetgatter	Database Management Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Sara Newton	IT Specialist	[REDACTED]	0	-
Shari Darya	Database Developer	[REDACTED]	0	-
Tarek Wiley	Web Application Administrator	[REDACTED]	[REDACTED]	[REDACTED]
SUBTOTAL OPTIONAL TASKS LABOR			[REDACTED]	\$416,709.10

ESTIMATED TRAVEL COST	
TOTAL TRAVEL	[REDACTED]
<p><i>The Government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.</i></p> <p>*All travel must be approved in advance by the NRC Project Officer*</p>	
GRAND TOTAL	\$694,871.19

A.5 STATEMENT OF WORK

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR), Division of Reactor Licensing (DORL), received in 2007, a reactivation application from the Tennessee Valley Authority (TVA) for its Watts Bar 2 nuclear power plant. The licensing action for this power plant was originally initiated in the 1970's, but never completed. That original licensing review followed the statutory requirements of 10 C.F.R. Part 50 ("Part 50"), and the reactivation application is governed by the same "Part 50" requirements. However, certain parts of the licensing process are complete for Watts Bar 2, the reactivation review is limited in scope by a Baseline Safety Evaluation Review that the NRC conducted from late 2007 until February 2009 to establish the scope for the outstanding reviews.

Prior to receiving this reactivation application, the NRC developed an information technology environment for processing a significant number of new reactor applications expected to be submitted, in response to the Nuclear Energy Act of 2005, for 10 C.F.R. Part 52 ("Part 52") reviews. NRR has leveraged the information technology environment for Part 52 reviews to support the reactivation process for Watts Bar 2. Specifically, NRR utilizes the existing

infrastructure comprised of a computer platform of clustered Dell 6850 Servers; the Microsoft Enterprise Project Management (EPM) software comprised of MS-Project, SharePoint, and Project Web Access; and the automated interfaces being developed to transmit employee time and attendance information.

The schedule developed for the Watts Bar 2 licensing review required a significant amount of work to create a scalable schedule for the level of review required once the Baseline Safety Evaluation analysis was complete. In addition to developing the baseline schedule in Microsoft Project, project controls such as Change Management, Risk Management, and a Task Status Methodology were implemented to help the project stay on track (as defined in Attachment A). Currently the schedule is in the monitoring and controlling phase, with the project expected to end by June 2011 with the completion of the Safety Evaluation Report. During this project phase, it is important to monitor the overall performance of the schedule, implement corrective actions, and analyze changes made to the schedule and their impact to the project management process including project scheduling, analysis and control. See Attachment B for the most-recent Microsoft Project schedule of the Baseline Safety Evaluation.

2.0 OBJECTIVE

The objective of this Statement of work is to obtain contractor services to maintain the Watts Bar 2 reactivation project schedule and to track all work from the schedule. The specific objectives of this Statement of Work include the following:

- Monitor and Control the Watts Bar 2 project schedule for the remaining "Part 50" licensing activities for Watts Bar 2, including estimated hours for each task/subtask, and resource levels required for the individual subtasks (e.g., generic resources initially by branch, but substituting named-resources when such information becomes available);
- Integrate milestones from the external stakeholders (e.g., TVA and Regional Staff), as such information becomes available;
- Produce reports and provide analysis on the status and progress of work within the Watts Bar 2 Project Schedule.

3.0 WORK REQUIREMENTS

The EPM system the contractors will use contains the following IT technologies: Microsoft Project, Microsoft Project Server, SharePoint, and Project Web Access. Contractor should have in-depth knowledge of all software capabilities. Work on the project will require frequent interactions between the Contractor Program Manager (PM), the Project Officer (PO), the Technical Monitor (TM), and the NRC staff. The contractor shall provide all necessary personnel, equipment, facilities and materials to accomplish the requirements of this contract.

4.0 TASKS TO BE ASSIGNED

The contractor shall perform following tasks according to the standard and within the designated timeframe:

4.1 Task 1: Contract Kickoff Meeting

Requirement

Upon notification by the Center for Planning and Analysis Branch (CPAB), the contractor shall participate in a Project Kickoff Meeting which serves an opportunity for both Government and Contract resources to discuss project expectations. Topics for the kickoff meeting include but are not limited to the following:

- Introduction of Project Officials
- Review of Project Guidelines
- High-level Review of Timeline & Milestones, Roles
- Review of Deliverables
- Questions and Answers
- Next Steps

The purpose of this kickoff meeting is to discuss and finalize the draft project plan provided in response to the RFP. The Contractor shall present an overview/strategy for leading the project to a successful completion. The NRC TM and contractor PM shall establish the elements of the final project plan, inclusive of deliverables, schedules, staffing, and discuss expectations and objectives of the project. The contractor staff shall perform the order in accordance with the final project plan approved by the NRC TM. A copy of the contractor's draft Project Plan shall be delivered in hard copy to the NRC TM and PM within 15 business days of contract Award and a finalized project plan with NRC comments incorporated within 20 business days of Award.

Standard

All designated contractor personnel are required to attend the entire contract kickoff meeting or participate via conference call. Contractor will meet or exceed dates of deliverables.

Deliverable

1a. Kickoff Meeting - Within five (5) days of contract Award a kickoff meeting shall be held at NRC headquarters (HQ) in Rockville, Maryland or other designated site by the NRC TM within the Washington D.C. Metropolitan Area.

1b. Draft Project Plan – Complete within 15 business days of contract Award.

1c. Finalized Project Plan – Complete within 20 business days of Award.

Meetings and Travel

Travel to NRC headquarters (if designated) for the one (1) day kickoff meeting.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: None

4.2 Task 2: Meetings

Requirement

a. *Progress meetings* shall be held quarterly during any active phase of this project. Each of these meetings between the NRC TM and contractor PM for the contract are expected to last one day maximum. The contractor shall make available key personnel assigned to active tasks during the course of these meetings. Progress meetings will be held at NRC HQ, or by Tele/Video conference.

b. *Program Review Meetings* will be held annually between the NRC and contractor management at the contractor office's to review overall program objectives and project performance.

c. A *weekly Thursday project meeting* will be held via conference call or in person as determined between NRC TM and the contractor PM. This meeting will facilitate communication between vendor and the government in order to appropriately discuss and resolve issues and redirect the vendor if necessary; within the scope of the contract.

Standard

All designated contractor personnel are required to attend assigned progress, program review, and weekly project meetings. Minutes to each meeting will be generated by the contractor within 24 hours for review and approval by the TM.

Deliverables

2.a Minutes for each of the 3 types of meetings available for review and approval by the NRC TM within 24 hours of each meeting

2.b Distribution of the meeting minutes to attendees and designees within 2 business days after each meeting.

Meetings and Travel

2.a Travel to NRC HQ or other designated site by the NRC TM within the Washington D.C. Metropolitan Area (if designated) for up to four (4) day progress meetings per year.

2.b. Travel to the NRC HQ or other designated site by the NRC TM within the Washington D.C Metropolitan Area (if designated) for up to four (4) weekly project meetings per month.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: None

4.3 Task 3: Reports

Requirement

a. Monthly Letter Status Report (MLSR) - For cost control purposes, the contractor shall prepare a spending plan. This spending plan shall contain the estimated number of hours to be spent by each project team member for each associated task. Each project team member shall sign the initial spending plan to acknowledge the ceiling for their specific effort.

The contractor shall provide a MLSR by the 15th of each month. The report shall provide the technical and financial status of the effort. This includes an itemization of time spent by individual project team members in performing assigned tasks. The contractor shall transmit the report by e-mail to the designated Contracting Officer (CO), the NRC TM, the NRC PO and the

NRC Technical Assistance Project Manager (TAPM). A hard copy of the report shall be mailed to the CO. The format and content requirements for the report are contained in Attachment 1 to the contract award document.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period; milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with contractor's recommendations for resolution; and planned work 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 Award amount and funds obligated to date; total costs incurred in the reporting period, 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 or task order.

b. License Fee Recovery Cost Status Report - Pursuant to the provisions on fees of 10 CFR Parts 170 and 171, the contractor shall provide the total amount of funds accrued during the period and cumulative to date for each task and task order by facility. The License Fee Recovery Status Report must be on a separate page, as part of MLSR.

There should be only one License Fee Recovery Cost Status (LFRCS) table per contract each month. Unit numbers, for example, Nuclear Power Plant X Unit 1 and Nuclear Power Plant X Unit 2, should be identified for each facility included in each table. The facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each month and must be divided among all plants worked on under the program during the month. The total of the period costs reported in the LFRCS table should equal the total of the period costs reported in the financial status report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the LFRCS table.

"Common costs" are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: (1) preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; (2) efforts associated with the lead-plant concept that might be involved during the first one or two plant reviews; (3) meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; (4) any technical effort applied to a category of plants; and (5) project management.

Standard

Reports include all required information delivered by the 15th of each month during the contract period of performance.

Deliverable

Monthly Letter Status Report and License Fee Recovery Cost Report in the format described

above delivered by the 15th of each month.

Meetings and Travel:

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment 1 for the format and content for the MLSR.

4.4 Task 4: Watts Bar 2 Reactivation Project Schedule

Subtask 4a. Requirement: Management of the Watts Bar 2 schedule tasks and activities.

The contractor shall manage the Watts Bar 2 project schedule including integration of schedule milestones from all stakeholders (e.g., TVA), as such information becomes available in EPM; analyze resource allocations within the schedule, conduct regular project team status meetings with Watts Bar 2 team members, and publish to SharePoint project status and progress reports as identified by the CPAB. Additionally:

The contractor shall execute as defined in Attachment A, Watts Bar 2 project schedule to create, control, verify and validate project deliverables; manage risks by analyzing impact and implementing corrective actions to mitigate these risks. Additional activities within this task are shown below:

- Identification of schedule conflicts, critical path analysis, and resource allocation as related to project constraints, i.e. time, scope. The resolution of schedule conflicts shall be communicated via email to project stakeholders and CPAB Watts Bar 2 PM.
- Provide consistent approaches for estimating project activity times, sequencing those activities to optimize the guidance of a project through its life span.
- Update the project schedule(s) for the business process(es) identified by the TM and re-publish the schedule to EPM Project Server.
- Analyze the validity and timeliness of information to be submitted by the external stakeholder contributing to the project (e.g. TVA and Regional Staff). The analysis must be in writing along with recommendations on how to improve the communication process between this external stakeholder and NRR. This document will be provided to the CPAB Watts Bar 2 PM.
- Monitor actual progress, compare to baseline and report progress against schedule using reporting tools such as Microsoft Project Reports and Crystal Reports.
- Analyze and report productivity and trends.
- Forecast the impacts on schedule for proposed changes as a result of date and or resource changes.
- Recommend policy or procedural revisions that will improve schedule accomplishment.
- Attend management, project team and customer meetings as requested by the CPAB Watts Bar 2 PM.

- Archive actual schedule achievements for estimating future similar projects.

Standard

Based upon input from stakeholders; project schedule, milestones, resource allocations, SharePoint project status and progress reports must be maintained at 100% accuracy while addressing all requirements outlined within the SOW. They should reflect reality a minimum of 100% of the time. Schedule should contain all components as shown in bullets above and within this SOW. Analysis of productivity and trends should be made in advance to support timely management decision making consistent with maintaining a viable, on time project consistent with industry standards.

Deliverables

Daily (or as new information is available) updated, integrated EPM forecasted Project Schedule reflecting all requisite attributes; minutes of team status meetings, SharePoint project status, progress and performance reports, analysis of baseline schedule to actual progress, impacts on schedule based upon proposed changes and recommendations for policy or procedural changes.

Meetings and Travel

Local travel authorized (to/from the NRC) as necessitated by above requirements.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment B for guidance as it relates to the project schedule. Refer to Attachment C as it relates to schedule accomplishments.

Subtask 4b. Requirement - Perform analysis on project resources to meet project objectives

The contractor shall maintain the resource allocations (within project schedule) required to perform tasks assigned within the project. Additionally:

- The contractor shall add generic resources to future schedule tasks. Replace the generic personnel resources with actual names of people when tasks estimates have been finalized and assigned to staff by the Branch Chief.
- The contractor shall provide informational sessions to Branch Chiefs and Technical Reviewers on the use of resource management, such as how to identify generic resources assigned to the project and view resource allocations. These information sessions are usually an hour in duration.
- The contractor shall assist Branch Chiefs in identifying generic and named resource requirements (planned hours and durations) for all tasks/subtasks in the project schedule
- The contractor shall perform analysis and communicate the impact of schedule modifications due to resource changes such as new task assignments or replacements, presenting findings to NRR stakeholders.
- The contractor shall adjust the schedule to accommodate NRC staff workload whenever possible should the TVA work deadlines negatively impact the NRC's ability to meet previously established schedule dates.

Standard

Maintain schedule resources and tasks/subtasks at 100% accuracy based upon NRC staff input. On at least a weekly basis communicate analysis results to stakeholders in order to strategize changes in schedule, personnel or resources to maintain within schedule conditions.

Deliverables

Weekly analyses, informational sessions, updated schedule.

Meetings and Travel

Local travel authorized (to/from the NRC) as necessitated by above requirements.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: None

Subtask 4c. Requirement - Develop Performance Reports on Watts Bar 2 Schedule

The contractor shall collect project information (schedule information including work performance variances, and task status) to forecast the future health of the schedule and its ability to meet the scheduled dates. Additionally:

- The contractor will run management reports that are developed for the project (bi-weekly, monthly, quarterly, and forward-looking planning reports). These reports will be developed using Microsoft Project, Crystal Reports and/or the OLAP Cube. See Attachment D for a listing of these reports along with MS Project Fields.
- The contractor shall interpret and communicate the report data to the CPAB Watts Bar 2 Project Manager during weekly team meetings.
- The contractor shall generate budget related reports based in Crystal reports displaying the total number of Full Time Equivalents (FTE) utilized for tasks or by branch, and analyzing planned vs. actual FTE utilization numbers to identify where adjustments are required. This task will require frequent interactions with NRC staff, and the contractor is encouraged to provide recommendations for maintenance based upon their experience with other deployments of EPM. See Attachment E for a sample of this report.

Standard

Compile schedule input to include status, variances and FTE to report and maintain budget and schedule at 100% accuracy.

Deliverables

Planning reports, project schedule forecast and ad hoc reports generated as outlined above.

Meetings and Travel

Local travel authorized (to/from the NRC) as necessitated by above requirements.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment D for a listing of Project, Crystal Reports, OLAP Cube. Refer to Attachment E for a sample of budget related reports.

Subtask 4d. Requirement - Maintain NRR configuration table and data in EPM

The contractor shall maintain the Watts Bar 2 EPM configuration table based on business needs for custom views and reports created in EPM. Additionally, the contractor shall identify additional custom fields that may be required for tracking and reporting status on the Watts Bar 2 project. Customized fields may be identified as a result of working and communicating with stakeholders. See Attachment F for a copy of the current Watts Bar 2 EPM Configuration document.

Standard

Maintain configuration table at 100% accuracy.

Deliverables

Updated configuration table, customized view based upon stakeholder uniquely identifiable data reporting requirements.

Meetings and Travel

Local travel authorized (to/from the NRC) as necessitated by above requirements.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment F for a copy of the Watts Bar 2 EPM Configuration document.

Subtask 4e. Requirement - Communicate project status and progress to stakeholders

The contractor shall execute the communications plan developed for the Watts Bar 2 schedule. This plan identifies the stakeholders and information required. Additionally, the contractor will participate in stakeholder meetings (See Attachment G, Communication Plan) used to review the status and progress of the Watts Bar 2 project. During these meetings, the contractor shall present the meeting agenda, status reports needed for discussion. After these meetings, the contractor shall develop action items and meeting minutes, along with captured risks or schedule changes based on team member reported progress.

Standard

100% vendor attendance, minutes delivered to attendees within 24 hours.

Deliverables

Meeting minutes distributed within 24 hours and updated communications plan as required.

Meetings and Travel

Local travel authorized (to/from the NRC) as necessitated by above requirements.

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment G for Communication Plan

Subtask 4f. Requirement - Identify improvements to use as a model for future schedule EPM developments

The contractor shall provide written recommendations on how to optimize EPM for future NRR project schedules. These recommendations should be in the form of a document using established project management best practices that can be applied within NRC's EPM environment. The document should be broken down into categories that focus on specific areas of EPM and reflect and recommendations for policy or procedural changes.

Standard

The recommendations should provide discussion, insight and clarity so that an uninformed reader with a basic understanding of EPM can easily follow the logic.

Deliverable

"Recommendations and Discussion For Optimizing Use of EPM at the NRC"

Meetings and Travel: None

NRC Furnished Material and Equipment: None

Additional Guidance and/or References: Refer to Attachment 1 for the format and content for the MLSR

Task 5 (Optional): Develop Additional License Amendment Schedules in EPM

This task may be exercised anytime after contract award and may run concurrently with Task 1.

EPM Schedule Development

Using existing NRC process workflows, milestone schedules, and documentation, the contractor shall create Microsoft Project schedules in EPM for up to 4 license amendments. These schedules shall include the milestones, activities and deliverables as defined in the existing process documentation and schedules developed in EPM.

If the government authorizes this optional task 2, the contractor shall commence the effort for the first process immediately upon exercise of the optional task. The contractor shall commence effort on each subsequent process within 60 days of written notice from the NRC PO.

The contractor shall review EPM schedule deliverables with NRC subject matter experts (SME) to confirm the accuracy of the conversion prior to a schedule deemed a final deliverable. The projects controls and reporting shall be specific to the process or processes the NRC has selected for conversion. The contractor shall provide input into existing project management controls and reports defined by NRR.

All changes to the IT infrastructure shall be documented as updates to previous deliverables developed during Task One, and the contractor shall provide updated documents in the same

form and format as required for Task One. During this task, the contractor will provide input on how to improve NRR's configuration on an as-needed basis.

Standard

All deliverables will be provided on time with task durations, work hours, and generic resources specified in the schedule templates. These deliverables must be technically acceptable by the CPAB, using Project Management best practices in the development of a Work Breakdown Structure and subsequent Project Schedule.

Deliverables and Schedule for Task 5

Work will commence immediately upon the Government authorizing this Optional Task 2.

Task 5	Project Start (Award)
Task Kickoff Meeting	Award + 5 Days
Update Project Management Plan for Task 2	Award + 30 Days
<p>Subtask 2.1 – EPM Schedule Development</p> <p>1. License Amendment Process (1)</p> <p>Contractor notified of which process to start work 60 days within completion of first License Amendment Schedule (1)</p> <p>2. License Amendment Process (2)</p> <p>Contractor notified of which process to start work 60 days within completion of License Amendment Schedule (2)</p> <p>3. License Amendment Process (3)</p> <p>Contractor Notified of which process to start work 60 days within completion of License Amendment Schedule (3)</p>	<p>Award + 35 Days – draft schedule delivered Award + 40 Days – Schedule Review with NRC Award + 65 Days – final schedule delivered</p> <p>Notification + 35 Days – draft schedule delivered Notification + 40 Days – Schedule Review with NRC Notification + 55 Days – final schedule</p> <p>Notification + 25 Days – draft schedule delivered Notification + 30 Days – Schedule Review with NRC Notification + 40 Days – final schedule delivered</p> <p>Notification + 25 Days – draft schedule delivered Notification + 30 Days – Schedule Review with NRC Notification + 35 Days – final schedule delivered</p>

Task 5	Project Start (Award)
4. License Amendment Process (4)	
Minutes from Meetings	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 th of Each Month

Performance Requirements

The deliverables required under this effort must conform to the standards contained, or referenced, in the statement of work. The Performance Requirement Summary which follows outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/ Deduction
Task 2 (2.1) - EPM Schedule Development Deliverables: <ul style="list-style-type: none"> - Develop up to 4 License Amendment schedule templates in Microsoft Project - Monthly Status and Performance reports 	Initial Project Schedules must address all requirements identified in the SOW and be delivered on schedule	Technical Monitor or designee will review evaluations	Full payment for 100% compliance. A deduction of \$100 will be taken for each day beyond AWARD + 280 days

Task 6 (Optional): Maintain Project Schedules Developed in EPM to support NRR License Activities

Maintenance of Project Schedules Developed in EPM

The contractor shall refine and improve the Project Schedules developed under Optional Task 5 and incorporate these refinements into the Enterprise Project Management Solution. The contractor shall develop recommendations for improvements as the first step in this task; with

such recommendations being the result of interviews with NRC staff combined with Lessons Learned from the NRC's ongoing experience in deploying EPM for NRO and NRR use.

Continuous improvements are expected during this task. Therefore, the contractor shall review and recommend refinements during the performance of this task. A critical component of the contractor's recommendations is an assessment of how work is captured in the project schedules and how this process can be improved. Using this information, the NRC Project Manager shall determine the refinements, improvements, and enhancements to be completed, and direct the contractor to perform those improvements which the Project Manager deems to be of highest importance to the NRC. The sum total of all work performed, shall not exceed the hours which the contractor bid for this Optional Task.

The Contractor shall maintain the project schedules published and perform scheduling activities as outlined in Task 1 of this Statement of Work.

All changes to the IT infrastructure shall be documented as updates to previous deliverables developed during Task One, and the contractor shall provide updated documents in the same form and format as required for Task One. During this task, the contractor will provide input on how to improve NRR's configuration on an as-needed basis.

Standard

All deliverables will be provided on time as directed under Performance Requirements. These deliverables must be technically acceptable by the CPAB, using Project Management best practices to monitor and control project schedule changes and risks.

Deliverables and Schedule for Task 6

Revised reports and documentation developed during this optional task will follow the same form and format of the original materials developed during Task 1 and incorporating the enhancements and improvements developed during the course of this Optional Task. Work will commence immediately upon the government exercising this Optional Task.

Government Exercises Optional Task 6	Project Start
Task Three Kickoff Meeting	Award + 5 Days
Update Project Management Plan for Task 3	Award + 30 Days
Subtask 5.1 - Refinements to the Project Plan and EPM Solution	Ongoing
Minutes from Meetings	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 th of Each Month

Performance Requirements

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/ Deduction
<p>Task 3</p> <p>(3.1) - Maintenance of Project Schedules Developed in EPM</p> <p>Deliverables:</p> <ul style="list-style-type: none"> - Updated project schedule reflecting work scope - Lessons Learned Report 	<p>Task deliverables must address all requirements identified in the SOW and be delivered on schedule</p>	<p>Technical Monitor or designee will review evaluations</p>	<p>Full payment for 100% compliance If not a 2% deduction in the price for quality of deliverables if the NRC Technical Monitor determines contractor product is not at an acceptable level of 90%.</p>

The deliverables required under this effort must conform to the standards contained, or referenced, in the statement of work. The Performance Requirement Summary which follows outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

5.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The EPM system the contractors will use requires in-depth knowledge of Microsoft Project, Microsoft Project Server, SharePoint, and Project Web Access. Contractor personnel should be extremely knowledgeable and experienced in the utilities and usage of this software and be readily able to communicate with the NRC staff in scheduling projects using EPM.

6.0 EXPECTED CLASSIFICATION OR SENSITIVITY

All work under this project is expected to be unclassified and not sensitive.

7.0 DELIVERABLE FORMAT

The contractor shall provide the deliverables listed in each task in Microsoft ® Office Word 2003, or NRC designated word processing software, and a hard copy to the plant PM, TM, and PO.

The transmittal letter and cover page of each report, or other deliverable, as appropriate, shall contain the job control number (JCN), NRC technical assignment control (TAC) number or inspection report number, and the facility name and docket number, as appropriate. The SER shall be prepared in NUREG format.

8.0 SOW ATTACHMENTS

Attachment A - Change Management, Risk Management, and a Task Status Methodology

Attachment B - Microsoft Project schedule of the Baseline Safety Evaluation

Attachment C – Watts Bar 2 Project Book

Attachment D – Watts Bar 2 Progress Reports Schedule

Attachment E – Branch Resource Hour Projections by Fiscal Year 2010

Attachment F – DLR Configuration Settings

Attachment G – Watts Bar 2 Communication Plan

ORDER TERMS AND CONDITIONS

A.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 6 months from date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

A.7 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative.

The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

A.8 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on June 1, 2010 and will expire on May 31, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 12 months.

A.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

A.10 OPTION PERIODS – TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

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

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

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

A.11 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 has 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

GS35F0068J NRC-03-10-080

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.

A.12 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

GS35F0068J NRC-03-10-080

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 favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

A.13 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JULY 2007)

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

Rental charge for the space occupied to be deducted from invoice amount due the Contractor;

2. Removal from the space occupied; and
3. Contract Termination

A.14 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 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 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 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."

**A.15 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 209.570-2 in the activities covered by this clause.

(c) Work for others.

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

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

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar

technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

(f) Subcontracts. Except as provided in 48 CFR 209.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 209.570-9.

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

products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

A.16 2052.215-70 KEY PERSONNEL (JAN 1993)

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

- Dan D. Epperson – Task Lead/ Sr. Scheduler

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

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

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

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

A.17 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.

A.18 Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions.

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

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

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

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

A.19 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Karen Hannum
Karen.hannum@nrc.gov

Address: U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop 11 F12
Washington, DC 20555

Telephone Number: 301-415-2290

The NRC Technical Monitor for this contract is:

Name: Ayanna Rice

Address: U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop 6D3M
Washington, DC 20555

Telephone Number: 301-415-5490

The Technical Monitor may issue technical instructions from time to time during the duration of this delivery order. Technical instructions must be within the general statement of work contained in the delivery order and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance.

Any modifications to the statement of work, cost, or period of performance of this delivery order must be issued by the Contracting Officer and will be coordinated by the Project Officer.

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not

contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.18 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

GS35F0068J NRC-03-10-080

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

A.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. SAMPLE MONTHLY LETTER STATUS REPORT (MLSR)
2. BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)
3. NRC FORM 187

Attachment 1

MONTHLY STATUS REPORT – MONTH/YEAR

Contract No:
Job Code:
Title:
Period of Performance:
Contractor Project Manager:
Phone Number:

Financial Summary Information - Contract

Total Contract Award Amount:
Cumulative Task Orders Placed:
Funds Obligated to Date:
Total Costs Incurred This Period:
Cumulative Costs to Date:
Percent Expended:
Balance of Obligated Funds Remaining:

License Fee Recovery Cost Status - Contract

Delivery/Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Common Costs

_____ No license fee recoverable costs were incurred during the reporting period.

Task order Status (by Individual Task order)

Task order No: _____
NRC License Renewal Project Manager:

A. Financial Summary Information

Total Task order Estimate:
Funds Obligated to Date:
Task order Cost Incurred This Period:
Cumulative Task Order Costs to Date:
Percent Expended:
Balance of Obligated Funds Remaining:

E. Efforts Completed/Schedule Milestone Information

Plant Name	Task	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
Plant A	1		XX/XX/20XX		
	2				
	3				
	4*				
	5*				
	6*				
	7*				
	8*				
	9*				

* As directed by PO/TM

F. Work Performed

Work under this effort is XX percent complete.

G. Travel for This Period

Name	Start Date	End Date	Destination

H. Plans for Next Period

I. Staff Hour Summary

Plant Name	Task	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
Plant A	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2	[REDACTED]		0	[REDACTED]

BILLING INSTRUCTIONS FOR **ATTACHMENT 2**
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

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

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

Attachment 3

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

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

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

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\billing instructions LH or TM revised 2008

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

1. Official Agency Billing Office

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

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

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

Sample Voucher Information (Supporting Documentation must be attached)

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

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

(6) Subcontracts

(7) \$ _____

\$ _____

Total Direct Costs:

\$ _____
\$ _____

NRC FORM 187
(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

**Project Performance Corporation
1760 Old Meadow Rd 4th FL
McLean, VA 22102**

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

GS35F0068J

B. PROJECTED START DATE

06/01/2010

C. PROJECTED COMPLETION DATE

05/31/2011

2. TYPE OF SUBMISSION

- A ORIGINAL
- B REVISED (Supersedes all previous submissions)
- C OTHER (Specify)

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

A. DOES NOT APPLY

B. CONTRACT NUMBER

DATE

GS10F0028J

05/30/2010

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Enterprise Project Management Maintenance for the Watts Bar 2 Reactivation Project

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

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

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)
3. GENERATION OF CLASSIFIED MATTER.
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.
7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

YES NO

C. UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS

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

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H. WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

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

I. REQUIRED TO CARRY FIREARMS.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

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

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

NAME AND TITLE

SIGNATURE

DATE

Ayanna Rice
Sr. Program Analyst

Ayanna Rice 5/19/10

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF FACILITIES AND SECURITY

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



SPONSORING NRC OFFICE OR DIVISION (Item 10A)

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

DIVISION OF FACILITIES AND SECURITY (Item 10B)

CONTRACTOR (Item 1)

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Joseph G. Glitter	SIGNATURE <i>Joseph G. Glitter</i>	DATE 5/19/10
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <i>Robert B. Webber</i>	SIGNATURE <i>Robert B. Webber</i>	DATE 5/21/10
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) VIRGINIA A. HUTH	SIGNATURE <i>Virginia A. Huth</i>	DATE 5/20/10

REMARKS