SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 33-10-337

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS35F0530J	09-30-2010	NRC-DR-33-10-337		

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100

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

10. THIS ACQUISITION IS
[ ] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

NAICS: 541519
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission

Washington DC 20555

16. ADMINISTERED BY CODE 3100

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

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE 874779820 FACILITY CODE

RULAND ASSOCIATES, INC. (RAI)

179 EAST BURR BOULEVARD SUITE K

KEARNEYSVILLE WV 254304964
TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 3100

Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

See CONTINUATION Page

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this task order is to procure services to support the document management extended functionalities. The pricing structure for this support is defined on page two (2) of this contract. The work associated with this pricing structure can be found on page three (3) of this contract. Obligation: $587,462.45 Ceiling: $1,143,253.78 Period of Performance: 9/30/2010-9/29/2011 Project Officer: Jay Hosseini, 301-415-0021 Jay.Hosseini@nrc.gov Contractor P.O.C: James Ruland, 304-728-6225 Attachment (1): Billing Instructions for Firm Fixed Price				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
B&R #:010-15-5G1-348 JC:J1411 B.O.C:252A APPN:31X0200.010
Obligates Funds: $587,462.45
FSS Number: 10070611

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$587,462.45

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
JAMES E. RULAND, PRES. RAI		Joseph L. Widdup Contracting Officer	8/5/10

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADMOO1

SUNSI REVIEW COMPLETE

AUG 09 2010

ADMOO1

Pricing Structure

Base Year: 9/30/2010-9/29/2011

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
0001	Support Services in accordance with SOW section 6.0	[redacted]	Month	[redacted]	[redacted]

Option Year 1: 9/30/2011-9/29/2012

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
1001	Support Services in accordance with SOW section 6.0	[redacted]	Month	[redacted]	$555,791.33

Document Management Extended Functionalities

In Support of the Office of New Reactors

Operations, Maintenance, and Enhancements

Statement of Work

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4. Background 4

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5.2 Folder-Level Automatic Profiling 5
5.3 Document Intake and Review Platform 5
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1. Objective

The objective of this Statement of Work (SOW) is to procure professional information technology services from a qualified contractor to continue the operation, maintenance, and support of a number of subsystems and integrations previously developed for the U.S. Nuclear Regulatory Commission (NRC) to support an increased volume of new reactor license applications. Section 5 describes these subsystems.

2. Type of Contract

This is a Firm-Fixed Price (FFP) task order.

3. About the NRC

The NRC's primary mission is to protect the environment and public safety and health from the effects of radiation caused by nuclear reactors, materials, waste, and storage facilities. The NRC also regulates the use and storage of nuclear materials and waste, and the operation and construction of nuclear power plants and storage facilities.

The NRC carries out its mission by conducting the following activities:

- direction and policymaking
- radiation protection—providing information about radiation and the NRC's role in ensuring the protection of the public and radiation workers
- regulations and guidance—rulemaking; developing guidance, generic communications, and standards
- oversight—inspections, performance assessment, enforcement, investigations, and allegations
- licensing and certification—licensing, certification, and decommissioning
- operational experience—events assessment, generic issues, and decision support
- research
- advisory activities
- adjudication (hearings)
- emergency preparedness and response
- nuclear security and safeguards
- congressional affairs—interactions with Congress
- State and Tribal programs—cooperative activities and interactions with Federal, State, and local governments, interstate organizations, and Indian Tribes
- international programs—cooperative activities with other governments and the international nuclear regulatory community and licensing for nuclear imports and exports

4. Background

The Office of Information Services (OIS) plans, directs, and oversees the NRC's information resources, including delivery of content management solutions, to meet the mission and goals of the agency.

In the fall of 2007, the NRC received an increased number of reactor license applications. To meet the requirements of the new reactor licensing activities, OIS was mandated to introduce additional sets of tools and functionalities to eliminate manual document processing, streamline the process of taking in and profiling license

applications, automate the capture of electronic information for the purpose of creating hearing files or resolving contentions, and provide easy access to licensing-related content through Web-based, navigable interfaces.

These custom-developed, extended tools, systems, and functionalities (hereafter referred to as "subsystems") enable the agency to efficiently and effectively handle this increased workload. All of these subsystems will be replaced by the new generation of the Agencywide Documents Access and Management System (ADAMS), currently scheduled for 2013 deployment. It is vital to continue the current operation, maintenance, and user support of these subsystems until the new ADAMS application is deployed.

ADAMS is an information system for document storage and retrieval that, since 1999, serves as the central repository for all regulatory and technical information created by NRC staff, contractors, and licensees. The operating system that runs the ADAMS software (International Business Machines (IBM) FileNet Panagon Content Services 5.4) will no longer be supported by IBM after July 2010. As part of its ongoing maintenance of ADAMS, the NRC has begun to migrate to a technologically current operating system, IBM FileNet P8.

5. System Overview

Processing license applications to build, expand, and run nuclear power plants is very complex work, with large numbers of interdependent processes. To support the business processes and daily activities that deal with new reactor licensing review, the subsystems described in this section were developed as extensions to ADAMS functionality and are maintained and operated by OIS contractors.

The technologies employed to develop these customized subsystems and integrations are Visual C++, Visual Basic, .NET framework, Open Document Management API, FileNet APIs and FileNet Services, Microsoft Office SDK, Adobe Acrobat Professional, and MS SQL Server as the database management system.

E-Mail Capture

In order to automatically capture comments submitted via e-mail by interested parties in response to public hearings, the NRC developed a subsystem to leverage existing technologies to automatically capture e-mails into ADAMS as official agency records. This is done for the purposes of contention resolution (Hearing-File) and processing public comments. This subsystem is also used to automatically capture requests for additional information (RAIs) and licensee responses. The E-Mail Capture subsystem is based on the Microsoft Exchange and Microsoft Outlook platforms.

Folder-Level Automatic Profiling

The Folder-Level Automatic Profiling (FLAP) subsystem currently supports adjudicatory activities throughout the NRC so that agency staff can automatically profile and declare large numbers of documents simply by placing them into a folder within ADAMS. The FLAP subsystem is based on the IBM FileNet Content Services and Panagon platforms.

Document Intake and Review Platform

The Document Intake and Review Platform was developed to automate the intake of the complex combined license applications (COLAs), manage revisions associated with each part of the COLA, and provide easy navigational access to the COLAs. The subsystem is designed to expedite COLA submission and streamline the review process. It contains the main components described below.

COLA Document Submission Preregistration

The staff uses this utility, which is one of several that are too limited in scope to be considered subsystems, to create a profile template for upcoming COLA submissions by the nuclear power industry. This utility affords the NRC project manager for the application review an early opportunity to coordinate with the applicant and predefine a set of detailed document metadata to be used to profile COLA components when they are added to ADAMS.

COLA Submission Transmittal Manifest

This utility is used to compose electronic COLA submissions into compact disc (CD/DVD) media. It generates an XML transmittal manifest (or packing slip) that is stored as part of the overall COLA submission within the submission media (CD/DVD). The transmittal manifest describes the composition of the COLA and is used by the COLA Document Loader component.

COLA Document Loader

This utility examines the contents of the CD/DVD, validates files according to set parameters, and loads the files in an organized manner into ADAMS. The Document Loader uses both the XML transmittal manifest and the predefined COLA template to create an identical structure for COLAs in ADAMS.

COLA Document Review Integrated Workspace

The COLA Document Review Integrated Workspace is a Microsoft SharePoint WebPart that allows users to access and review COLAs. This interface also permits users to track notes/comments made by other reviewers as they examine materials contained within a submission. The SharePoint application accesses files and submission content directly from the ADAMS library.

Electronic Request for Additional Information Tracking Subsystem

The Electronic Request for Additional Information (eRAI) Tracking Subsystem supports the Office of New Reactors (NRO). eRAI is a Web-based tool that initiates, monitors, and tracks RAIs. The system also provides real-time and on-demand feedback to NRC staff on RAI status. This subsystem is based on Microsoft SharePoint workflow and is tightly integrated with ADAMS.

Generic Communication Tracking Subsystem

The Generic Communication Tracking Subsystem supports the Office of Nuclear Reactor Regulation. This Web-based tool initiates, monitors, and tracks generic communications with licensees. The subsystem also provides real-time and on-demand feedback to NRC staff on the status of generic communications and licensee compliance with them. This subsystem is also based on Microsoft SharePoint workflow and is tightly integrated with ADAMS.

6.0 Scope of Work

Through the course of normal operations, the subsystems and utilities listed above will require specific maintenance and alteration, particularly as the number of COLA submissions changes. In addition, requirements for new features and functional changes will likely emerge over time. This SOW will provide OIS the vehicle to operate and maintain these systems and respond to new requirements that may arise.

New requirements may result from process improvements or changes over time. They may also stem from the need to integrate with new systems coming online at the agency. These new systems may have a direct impact on one or more of the subsystems described above.

This SOW is intended to support specific technical and operational components required to run the current subsystems, provide integration support, and implement new functional requirements as they emerge. The support required by this SOW is categorized into two major areas:

(1) operations and maintenance
(2) software development, enhancement, integration, and expansion

Deliverable Standards

All deliverables shall adhere to the following requirements:

- Deliverables shall be free of formatting and spelling errors, be clearly written, and have no incomplete sections.
- Deliverables shall be submitted in electronic format and free of computer viruses or defects. If a virus or defect is found, the NRC will not accept the deliverable. The contractor shall provide the replacement file within 2 business days after notification of the presence of a virus or defect.
- Deliverables shall be written in language that can be understood by a nontechnical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary.
- Deliverables shall be formatted in Microsoft Word (version 2003 or later as approved by the NRC project officer). The Project Plan must be formatted in Microsoft Project (version 2003 or later as approved by the NRC project officer). This applies unless instructed otherwise by the NRC project officer.
- Deliverables shall be timely, thorough, and accurate. The contractor shall submit deliverables to the NRC project officer on or before the scheduled due date, and the deliverables shall completely address the NRC's requirements.
- Deliverables shall be accompanied by a cover letter from the contractor on company letterhead. Multiple deliverables may be submitted with a single cover letter describing the contents of the complete package.

Operations and Maintenance

The operations and maintenance support sought for these subsystems encompasses all the elements necessary to effectively run, operate, and monitor each subsystem, tool, component, and functional extension described in Section 5 of this document. These are considered the basic requirements to effectively support the current user base.

Tasks for Operations and Maintenance

The anticipated tasks shall include, but are not limited to, the following:

- Operate and monitor the individual components of each subsystem by ensuring the availability and reliability of modules, parts, and components.
- Perform the backup and recovery strategy per the OIS standard such that availability and reliability are maintained and provide an effective risk mitigation strategy for all system components.
- Monitor, plan for, and update the necessary components with vendor-issued software patches and upgrades, as they become available.
- Manage and interface with the vendors whose products form part of the subsystem components.
- Ensure the integrity of the system components as they are integrated with new external applications or as these external systems change over time.
- Monitor, track, and resolve inquiries from users and issues encountered while they use the system to support their day-to-day operations.
- Maintain security patches and test the platform any time there is a change to the operating environments of all the document management extended functionalities subsystems.
- As part of the transition from the current extended functionalities subsystems to the new ADAMS (P8) platform, provide migration support according to the Enterprise Content Management, Panagon to P8 migration plan in a timely manner. This includes ensuring that the deployment, transition to full operational use, and phase out of any affected ADAMS extended functionalities will be fully successful and satisfy the user community.

- Review COLA submission CD/DVDs upon receipt for a packing slip and the integrity of the packing slip in compliance with established guidelines.
- Review the packing slip of resubmitted documents for any other issues and to verify that previous issues have been corrected.
- Support NRO, BPIAD, and IRSD project managers with NRC electronic submission and issues regarding the packing slip.
- Assist the Document Processing Center staff during the application validation and loading process to resolve any issues.
- Support current and new users of the E-Mail Capture, ADAMS Folder-Level Automatic Profiling, eRAI, and Generic Communication Tracking subsystems with configuration, account set up and analysis, and resolution of related issues.
- Configure e-mail and comment capture platforms to set up new files for hearings and *Federal Register* notices.
- Configure Folder-Level Automatic Profiling platform for new automatic categorization and profiling of content within ADAMS.
- Analyze and implement new requirements and perform/coordinate user acceptance testing for the extended ADAMS functionalities mentioned in Section 5 above.
- Provide and maintain security patches, test the platform any time there is a change to the operation environment, mentor users, and manage the configuration.
- Provide all necessary technical assistance to support platform migration and train users transitioning from the current system to new ADAMS (P8) components.
- Provide work-around solutions to offset any loss of support in critical areas or to overcome operational problems during system migration.
- Support NRO and the Office of Nuclear Reactor Regulation with issues pertaining to the subsystems and utilities described in Section 5 of this document.
- Provide technical assistance to the Document Processing Center with the creation of the COLA autoprofile templates.
- Provide assistance to the nuclear power industry with the composition and management of revisions of COLAs and design control documents, as well as the validation of the packing slip before official submissions to the NRC.
- Provide assistance to the Document Processing Center in configuring the COLA Document Loader and loading COLAs, design control documents, and their related revisions into ADAMS.

Deliverables for Operations and Maintenance

The required deliverables related to the operations and maintenance tasks include, but are not limited to, those given in the table below. The NRC and the contractor will determine and agree upon the format and content of these deliverables after contract award.

#	Deliverable	Due Date
1	Transition plan describing the transition from the current extended functionalities subsystems to the new ADAMS (P8) platform	Date to be determined and agreed upon by the NRC and the contractor by bilateral modification to this task order
2	Operational support plan and proposed activity schedule indicating the necessary parameters and performance	Date to be determined and agreed upon by the NRC and

	standards agreed to by the NRC to effectively support the user base	the contractor by bilateral modification to this task order
3	Monthly error activity and resolution reports	COB Tuesdays, beginning the second Tuesday of the month after contract award
4	Monthly status reports indicating system performance status, issues and mitigation, performance statistics, vendor updates, etc.	COB Tuesdays, beginning the second Tuesday of the month after contract award
5	Monthly backup and recovery activity report	COB Tuesdays, beginning the second Tuesday of the month after contract award
6	Operational procedures manual	Date to be determined and agreed upon by the NRC and the contractor
7	Training and practical user work aids	Date to be determined and agreed upon by the NRC and the contractor
8	Associated artifacts related to operations and maintenance activities as articulated and prescribed by the NRC's Project Management Methodology (PMM) Manual. (A copy of the PMM Manual will be provided to prospective bidders upon request.)	Date to be determined and agreed upon by the NRC and the contractor by bilateral modification to this task order
9	Process improvement recommendations and the identification of new/enhanced features and functions for the system and the way it operates, submitted in a report for the NRC to determine whether to implement	As the contractor gains experience with these subsystems; date to be determined and agreed upon by the NRC and the contractor

Software Development, Enhancement, Integration, and Expansion

The NRC seeks support to design, develop, test, and implement new functional requirements provided by the NRC project manager. The contractor shall capture, document, and provide these requirements as the basis for these enhancements. These developments may affect any of the subsystem components. The contractor will follow the NRC's PMM to conduct development activities.

Tasks for Software Development, Enhancement, Integration, and Expansion

The anticipated tasks include, but are not limited to, the following:

- Review and evaluate enhancement requirements to determine the scope. Propose a plan and schedule to incorporate the enhancements into the system.
- Work with the OIS Project Manager and subject matter experts to verify requirements presented and establish acceptance criteria for enhancement development.
- Plan and coordinate enhancement releases with other appropriate OIS organizations.
- Design, code/develop, test, and implement enhancements to the system using the NRC Project Management Methodology (PMM) and develop or complete relevant artifacts.
- Prepare and conduct user training as required for an enhancement.
- Participate in external system initiatives as required to identify integration requirements and maintain awareness of upcoming changes.

Deliverables for Software Development, Enhancement, Integration, and Expansion

The required deliverables from the tasks related to software development, enhancement, integration, and expansion include, but are not limited to, those given in the table below. The NRC and the contractor will determine and agree upon the format and content of these deliverables after contract award.

#	Deliverable	Due Date
1	Scoping documents, development plans, and proposed schedules for individual enhancements, as new requirements are presented	Date to be determined and agreed upon by the NRC and the contractor
2	Associated artifacts called for by the PMM, as they relate to system enhancements	Date to be determined and agreed upon by the NRC and the contractor
3	Training sessions and materials, and practical user work aids	Date to be determined and agreed upon by the NRC and the contractor
4	Monthly status reports indicating all ongoing activities, their status, identified risks, and mitigation strategies	Date to be determined and agreed upon by the NRC and the contractor
5	System documentation (as appropriate for each enhancement)	Date to be determined and agreed upon by the NRC and the contractor
6	Release notes for each enhancement as articulated by the NRC PMM	Date to be determined and agreed upon by the NRC and the contractor
7	Documentation and related information required to effectively document a system enhancement and ensure that required PMM artifacts are produced	Date to be determined and agreed upon by the NRC and the contractor
8	Documentation and release notes necessary to implement enhancements made to the system	Date to be determined and agreed upon by the NRC and the contractor

Documentation

User and system documentation shall be required as necessary for all system upgrades or modifications. The contractor shall provide one copy of all documentation to the NRC project officer within 10 days of the system upgrade or modification.

7.0 General and Administrative Notes

Work Location

The contractor shall perform work onsite at assigned NRC facilities, Monday through Friday. When after-hours work is required, the contractor will be given 24-hour access to the NRC facilities. Under some circumstances, the contractor may also dial in to monitor and resolve system problems.

Change Management/Configuration Management and Reporting

The contractor shall submit all proposed changes to production systems in accordance with NRC configuration management procedures, as prescribed by the NRC PMM Manual. The contractor shall use the Change Management Form to document the nature of and reasons for the change, and installation and backout procedures. Except in cases of emergency maintenance, the contractor shall not make any changes to production systems without the approval of the NRC project officer.

The contractor shall maintain, at a minimum, system problem logs and a production equipment inventory that tracks all production hardware, age, warranty and maintenance information, software residing on the hardware, and the operating system and security patch levels. The contractor's senior program manager shall meet with the NRC project officer to review the status of ongoing efforts and to discuss other work projects planned or proposed. Meetings will take place monthly or more frequently if desired. The contractor shall submit monthly summary reports by the 10th of each month for the following month. The contractor shall maintain detailed daily progress for use in preparing the monthly report and for future reference.

Training Requirements

The contractor shall ensure that assigned personnel are kept up to date with new features/versions of the hardware/software/programming languages listed above. The contractor shall also provide training to assigned personnel for any new equipment and any software items procured by the NRC to run on new or existing equipment.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

52.217-9 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 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 (2) years.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide information technology services supporting operation, maintenance and support for the following subsystems: E-mail capture, Folder-level profiling document intake and review platform, COLA submission, COLA document loader, COLA document review integrated workspace Electronic Request for additional tracking subsystem and generic communicating tracking subsystem.

CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

Specified in the "Pricing Structure" section on page two (2) of this task order.

DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 30 September 2010 and will expire 29 September 2011.

2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information,

including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

2052.215-70 KEY PERSONNEL (JAN 1993)

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

[redacted]

[redacted]

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

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

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: Jay Hosseini

Address: 11555 Rockville Pike
Rockville, MD 20852
OWFN
Jay.Hosseini@nrc.gov

Telephone Number: 301-415-0021

(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.

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

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

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

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

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

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

SECURITY REQUIREMENTS FOR IT LEVEL I

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

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

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

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

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

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

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

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

(End of Clause)

APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

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

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

NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

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

SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

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.

AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)

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.

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

2. Removal from the space occupied

3. Contract Termination

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.