

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

1. P 77-414	PAGE 1 OF 49
5. SOLICITATION NUMBER RS-ADN-07-414	6. SOLICITATION/ISSUE DATE 01-19-2007
7. FOR SOLICITATION INFORMATION CALL	8. OFFER DUE DATE/LOCAL TIME 02-20-2007 3:30 p.m.

2. CONTRACT NO. NRC-10-07-414	3. AWARD/EFFECTIVE DATE	4. ORDER NO.
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9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> 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 <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission NRC Headquarters Offices 31545 Rockville Pike Rockville MD 20855	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555
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17a. CONTRACTOR/OFFEROR PHACIL, INC. ACIN Camden Center 230 Federal Street, Suite 300 Camden, N.J. 08103	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: NRC-10-07-414 Washington DC 20555
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO.	20 See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	BASE YEAR SERVICES (09/21/07 - 09/20/08)	1	LOT	\$2,229,789.00	\$2,229,789.00
0002	OPTION PERIOD ONE SERVICES (09/21/08 - 09/20/09)	1	LOT	\$2,632,278.00	\$2,632,278.00
0003	OPTION PERIOD TWO SERVICES (09/21/09 - 09/20/10)	1	LOT	\$2,632,278.00	\$2,632,278.00
0004	OPTION PERIOD THREE SERVICES (09/21/10 - 09/20/11)	1	LOT	\$2,632,278.00	\$2,632,278.00
0005	OPTION PERIOD FOUR SERVICES (09/21/11 - 09/20/12)	1	LOT	\$2,632,278.00	\$2,632,278.00

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$117,000.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28. AWARD OF CONTRACT REF. PHACIL PROPOSAL DATED 03/09/07 & 09/07/07. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS ALL.	

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
30c. DATE SIGNED	31c. DATE SIGNED

C-1

19. ITEM NO	20. SCHEDULE SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	B&R: #710-15-5F1-340 Job Code: J1275 BOC: 252A Appropriation: #31X0200.710 OBLIGATE: \$10,000.00 B&R: #710-15-5F-212 Job Code: J1278 BOC: 252A Appropriation: #31X0200.710 OBLIGATE: \$10,000.00 B&R: #710-15-5G1-344 Job Code: J1076 BOC: 252A Appropriation: #31X0200.710 OBLIGATE: \$22,000.00 B&R: #720-15-111-112 Job Code: J3181 BOC: 252A Appropriation: #31X0200.720 OBLIGATE: \$20,000.00 B&R: #720-15-111-112 Job Code: J3211 BOC: 252A Appropriation: #31X0200.720 OBLIGATE: \$55,000.00				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
☐ INSPECTED
☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SCHEDULE OF ITEMS AND PRICES

CLIN 0001 - BASE YEAR

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
0001AA	Secretary (Basic Services)	(b)(4)	HRS	(b)(4)	\$183,256
0001AB	Overtime (Basic Services)		HRS		\$26,179
0001AC	Secretary (Advanced Services)		HRS		\$1,767,809
0001AD	Overtime (Advanced Services)		HRS		\$252,544
TOTAL BASE YEAR PRICE					

CLIN 0002 - OPTION PERIOD ONE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
0002AA	Secretary (Basic Services)	(b)(4)	HRS	(b)(4)	\$216,335
0002AB	Overtime (Basic Services)		HRS		\$30,905
0002AC	Secretary (Advanced Services)		HRS		\$2,086,908
0002AD	Overtime (Advanced Services)		HRS		\$298,130
TOTAL OPTION PERIOD ONE PRICE					\$2,632,278

CLIN 0003 - OPTION PERIOD TWO

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
0003AA	Secretary (Basic Services)	(b)(4)	HRS	(b)(4)	\$216,335
0003AB	Overtime (Basic Services)		HRS		\$30,905
0003AC	Secretary (Advanced Services)		HRS		\$2,086,908
0003AD	Overtime (Advanced Services)		HRS		\$298,130
TOTAL OPTION PERIOD TWO PRICE					\$2,632,278

CLIN 0004 - OPTION PERIOD THREE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
0004AA	Secretary (Basic Services)	(b)(4)	HRS	(b)(4)	\$216,335
0004AB	Overtime (Basic Services)		HRS		\$30,905
0004AC	Secretary (Advanced Services)		HRS		\$2,086,908
0004AD	Overtime (Advanced Services)		HRS		\$298,130
TOTAL OPTION PERIOD THREE PRICE					

CLIN 0005 – OPTION PERIOD FOUR

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
0005AA	Secretary (Basic Services)	(b)(4)	HRS	(b)(4)	\$216,335
0005AB	Overtime (Basic Services)		HRS		\$30,905
0005AC	Secretary (Advanced Services)		HRS		\$2,086,908
0005AD	Overtime (Advanced Services)		HRS		\$298,130
TOTAL OPTION PERIOD FOUR PRICE					\$2,632,278

TOTAL CONTRACT PRICE (INCLUSIVE OF ALL OPTIONS)					\$12,758,901
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SECTION B - CONTINUATION BLOCK

B.1 STATEMENT OF WORK

ONSITE OFFICE SUPPORT SERVICES FOR NRC HEADQUARTERS

I. BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC), Office of Administration (ADM), is responsible for providing a wide variety of administrative support services to the agency. One of the support activities that ADM centrally manages for the agency is a contract which provides NRC Headquarters customer offices with a source of readily available supplemental onsite administrative office support services. Currently, these services are being provided by an 8(a) contractor, SPS Consulting, Inc. under Contract No. NRC-10-04-398, which expires on **September 30, 2007**. The administrative office support services provided under this contract are of a general secretarial nature that is common to all NRC offices. This requirement enables a customer office to quickly place an order for additional office support assistance and thereby scale their office support resources to address unexpected changes in workload or deficiencies in current administrative staffing. NRC Headquarters customer offices may increase or decrease the amount of services they obtain through this contract, as appropriate, to meet their needs.

Customer offices may obtain either long-term support services under this contract or short-term (brief or intermittent needs) services to provide temporary office support coverage during certain situations. Code of Federal Regulations (CFR) Title 5, Part 300, Subpart E entitled, "Use of Private Sector Temporaries" (herein referred to as CFR Title 5) limit the types of situations that a federal agency can use a contractor on a short-term basis instead of satisfying the need with other current Government employees or through the temporary appointment of a Government employee. (NOTE: Refer to Section IX for details on special limitations on the use of contractors for certain short-term temporary situations.)

II. OBJECTIVE

The purpose of this contract is to provide the NRC onsite office support services, on an as needed basis. The contractor shall consistently provide the NRC with highly skilled, reliable, responsive, courteous, and customer-oriented personnel to provide onsite office support services required to support the short-term and/or long-term needs of the agency.

The contractor shall be required to establish and maintain a pool of qualified personnel to perform "Basic Office Support" and "Advanced Office Support" services in accordance with the requirements outlined in this statement of work. Services will be provided on a task ordering basis to satisfy the individual needs of each NRC office.

III. SCOPE OF WORK

The contractor shall provide the onsite office support services covered by this contract on an as-needed basis, depending on the duration of the NRC's need. These services shall be performed primarily at the NRC Headquarters offices located at 11545 and 11555 Rockville Pike, in Rockville, Md. However, during the term of this contract the NRC reserves the right to

require support at other NRC locations or events (to be designated in the specific NRC order) within the Washington, DC Metropolitan area.

The NRC Contracting Officer (herein referred to as the CO) will identify each requirement for office support services by issuance of a Task Order (TO). The contractor shall ensure that the services specified in each TO are provided at a consistently high level of performance by the contractor's onsite personnel and that each TO is performed for the entire duration of the period of performance specified in the TO.

A. Transition Plan

Within 15 working days of award, the contractor shall submit a Preliminary Transition Plan (PTP) to the NRC Project Officer (PO). The PTP shall identify how the contractor plans to interact with the outgoing contractor and what actions will be taken to ensure that staff is brought on board as quickly as possible.

The PO will review the PTP within seven days of receipt and will provide comments on the plan to the contractor. The contractor shall revise the plan incorporating the NRC's comments within seven days of receipt. Within 30 days of contract award, the contractor shall submit the final Transition Plan to the PO.

B. Contractor Responsibility

The contractor, including any consultants and/or subcontractors, shall be responsible for providing all management, supervision, recruitment, employment, insurance, and bonding, for its personnel assigned to work under this contract. The contractor shall also be responsible for all withholdings, health insurance, workers compensation, benefits, overhead and all payroll costs and contributions.

The contractor shall coordinate assignment of all personnel required to successfully perform the support service requirements set forth in this contract. The contractor shall manage all services provided under this contract to ensure services are provided in a timely, accurate and efficient manner. In order to closely monitor the overall quality of the daily performance of the services provided under this contract, the contractor shall provide an Onsite Project Manager (herein referred to as OPM) each Federal workday at the NRC Headquarters location, during the hours of 7:30 a.m. through 4:15 p.m. The OPM shall be able to receive phone calls and e-mail messages from the NRC Project Officer (herein referred to as the PO) during the hours of 7:00 a.m. through 6:00 p.m. each Federal workday. The OPM shall be considered key personnel for the overall contract.

To equip the OPM with the necessary guidance on the various NRC-specific procedures and processes, the PO and/or Task Order Managers (herein referred to as TO Managers) will provide the contractor with copies of any available documents which outline the NRC's overall policies and individual office procedures, such as Office Standard Operating Procedures, Correspondence Instructions, Policies, Laws and Regulations. These documents shall be used by the contractor to ensure that all of the contractor's personnel quickly acquire an in-depth working knowledge of the NRC business processes, in order to reduce the need for NRC staff to provide more than initial technical direction.

NRC will provide the OPM with up to 16-hours of direct training in the NRC software, systems, procedures and processes referenced below in Subsection IV. A., in order for the OPM to begin

performing the contractor-provided training requirements for the Basic and Advanced contractor personnel described below. NRC will allow the contractor to provide this training to their new staff during the first week of performance of a TO. The PO will also allow the OPM to take available NRC-sponsored training courses in NRC software packages, IT systems, and information security requirements, as part of the initial orientation training in NRC's office environment. In addition, if space is available, the contractor's personnel will be allowed to take NRC-sponsored training courses in NRC-specific applications, systems and software packages, to augment the training provided by the OPM.

IV. MINIMUM CONTRACTOR PERFORMANCE REQUIREMENTS

The contractor shall perform the following minimum requirements for all services provided under this contract:

A. Creation of Contractor Pool of Office Support Personnel

The contractor shall recruit, screen and maintain sufficient personnel resources to timely respond and successfully perform the TOs placed by NRC under this contract.

Prior to submitting a security clearance application for each of the proposed onsite personnel, the contractor shall first verify that the individual can perform all requirements of the "**Basic Office Support**" service level (see Section E.1 below). Furthermore, the OPM shall be responsible for providing an initial orientation training session to personnel proposed to perform the "**Basic Office Support**" services, on using the NRC Local Area Network (LAN), telephone systems and understanding NRC correspondence formats and processes.

Any personnel being proposed for performance of the "**Advanced Office Support**" service level (see Section E.2 below) shall also be screened by the contractor to verify the person has the ability to quickly understand and implement more complex examples of NRC-specific procedures and processes, without the need for repetitive guidance (i.e. demonstrated understanding of NRC's established correspondence formats and processes after written guidance for these formats and processes are provided as reference materials by NRC, etc.). In addition, the OPM shall be responsible for providing the personnel proposed to perform "**Advanced Office Support**" an initial orientation session in the advanced support requirements which includes instruction on the basic use of the following NRC-specific applications and systems:

1. NRC's ADAMS Document Management System;
2. NRC's HRMS Government Time & Attendance system;
3. NRC's GroupWise e-mail and calendar scheduling system;
4. NRC's multi-line phone systems and message procedures;
5. NRC's LAN-based online applications including "In-Forms" and the "Conference Room Scheduler" system.

The contractor shall document this training by developing an "orientation manual" for new staff to use as a reference tool. The contractor shall continuously update the "orientation manual" to ensure it reflects the most current NRC guidance and processes for basic and advanced office support provided by the contractor. The PO will provide the OPM with reference materials and other available NRC information to be included in the orientation manual. The total training effort required to be conducted by the contractor for this initial orientation should not exceed four hours of direct training time for each new contractor employee.

NRC reserves the right to add any other NRC-specific software applications to this list as long as the total training effort required to be conducted by the OPM on all of these applications does not exceed 8-hours of direct training time for each new contract employee. If after receiving the training, the contractor employee can not perform basic functions in each of the applications and systems listed above, the contractor shall not bill NRC for the Advanced Office Support hourly rate for the services of that employee and shall bill the basic rate, instead. The contractor may continue to provide additional training or oversight during the employee's performance of these activities, until the contract employee can independently perform the work required.

B. Minimum Staffing Levels of the Contractor Personnel Pool

Within fifteen (15) work-days after receipt of NRC's notice of award, the contractor shall provide the PO with the following number (at a minimum) of completed security applications for the proposed contractor personnel to be used under this contract:

1. **Basic Level of Office Support - 5 applications** for individuals with applicable skills
2. **Advanced Level of Office Support - 30 applications** for individuals with applicable skills and demonstrated ability

Each security application shall be complete and include all of the forms specified in the Security Clauses, and shall be processed in accordance with this clause.

Timely receipt of these security applications is a condition for award and the contract will not be awarded prior to satisfaction of this condition. Failure of the selected firm to comply with this condition within the 15 working days response time shall provide NRC the right to void the notice of selection. In that event, the Government shall have the right to select another firm for award, and the original firm selected for award shall have no claims for costs incurred prior to contract award. In order to allow the Division of Facilities and Security (DFS) sufficient time to perform the clearance process, partial deliveries of no fewer than seven properly completed security applications shall be made no less than every three days during this 15-day period prior to contract award.

Should the contractor propose personnel that have been granted NRC access, the Contractor may substitute a commitment letter signed by the employee with the access, for the completed security package referenced above.

C. Maintenance Of The Contractor Personnel Pool

The contractor shall continuously maintain a pool of personnel who have submitted completed security applications in the numbers specified above (or who have been cleared) under Section B for each level of Office Support Services.

The contractor shall advise the PO within two workdays of learning that the number of personnel in the pool has fallen below the minimum number required under Section B. The contractor shall subsequently submit a security application, completed in accordance with the Security Clause, for the appropriate replacement employee(s) within five (5) workdays of this notification.

When the contractor assigns a contractor employee to a TO, that employee shall no longer be considered part of the available office support pool and the contractor shall submit a new NRC

security clearance application to add new staff to the pool, if such assignment results in less than the minimum level of contractor staff as listed above.

NRC reserves the right to hire any of the onsite contractor personnel performing services under this contract at any time for an NRC position and the contractor shall not place any restriction on their employees in pursuit of government employment. In addition, the NRC is not obligated to pay the contractor a fee for hiring such personnel. Should NRC hire one of the contractor's employees, the contractor shall replace the employee, if requested by the PO, and submit new NRC security clearance applications to add new contract staff to the pool, if this results in less than the required minimum pool level of contract staff.

D. Contractor Personnel Certification Requirements

The contractor shall ensure that all staff performing services for NRC under this contract have reviewed and completed the following certifications and the mandatory training courses listed herein. The certifications and on-line training shall be completed on the first day assigned to NRC.

1. Completion of NRC Form and Certification for "Non-Personal Services Understanding"

The Contractor and the contractor employee(s) acknowledge that the services provided under a TO do not create an employer-employee relationship between the Government and the contractor employee(s). The contractor's employee(s) supervision, terms of employment, hiring, termination, assignment, work conditions, payments and benefits, including leave, are approved and derived solely from employment through and with the contractor. The contractor employee(s) shall sign a Non-Personal Services Understanding Statement (See Attachment A).

2. Completion of NRC Form and Certification for "General Confidentiality and Non-Disclosure Agreement"

Contractor employee(s) will be handling files that include internal "for official use" information, personal information subject to the Privacy Act, source selection information (FAR 3:104), information that is proprietary to other Government contractors, and information that is protected by the attorney-client and attorney-work product privilege. Neither the contractor nor any of its officers and employees may disclose such information to anyone outside the NRC. Contractor employee(s) shall sign a Non-Disclosure/Confidentiality Agreement (See Attachment B.)

3. Completion of NRC Form for "Non-Disclosure Statement For Contractor Access To The NRC Agency-Wide Documents Access and Management System (ADAMS)"

Contractor employee(s) performing "Advanced Office Support" services will have access to the NRC's **Agency-Wide Documents Access and Management System (ADAMS)**. This access may include access to sensitive, proprietary, or pre-decisional information such as "for official use" information. Neither the contractor nor any of its officers and employees may disclose such information or any information relating to the access of the NRC's ADAMS system (i.e. login ID and password, etc.) to anyone outside the NRC. Contractor employee(s) shall sign a Non-Disclosure/Confidentiality Agreement for

Contractor Access to the NRC ADAMS System before being allowed access to NRC's ADAMS Document Management System (See Attachment C.)

4. Completion and Certification of Mandatory NRC-Sponsored Training

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 one hour or less and can be taken during the contract employee's regularly scheduled workday at NRC.

This training is provided by NRC to contractors at no charge and is mandatory for all contractor personnel providing services under this contract. Below is a current list of mandatory training which NRC reserves the right to change (delete or add courses, or modify the information provided by the courses listed below) during the period of this contract or any extension thereof. Upon completion of each of the mandatory training courses required under this contract, the contractor employee shall notify their employer and the PO that the training has been completed. After the initial training course is completed, each contractor employee shall take these courses annually, or as often as directed by the PO, in writing.

The NRC reserves the right to deny or withdraw contractor use or access to NRC IT equipment and/or systems, 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.

a. NRC Computer User Awareness Course

This online course provides NRC staff and contractors who have access to NRC IT systems, guidance on the need to safeguard information related to accessing these systems and possible methods that unauthorized individuals or organizations could employ to obtain the user's access information to these systems or disrupt the operations of these systems. After receiving the training, contractor staff is required to continuously employ the guidance provided in this training course to safeguard NRC information and IT systems from unauthorized access or a disruption. The contractor shall ensure that when new staff arrives at NRC to perform office support services under this contract for the first time, the contractor employee shall take this course after being provided access to NRC's LAN system.

b. Information Security Awareness Course

This online course provides NRC staff and contractors who have access to sensitive information, guidance on the need to safeguard such information, the types of sensitive information, how the information can be identified and how the information is required to be handled/safeguarded. After receiving the training, contract staff is required to continuously employ the guidance provided in this training course to safeguard sensitive information from unauthorized access. The contractor shall ensure that when new contract staff arrives at NRC to perform office support

services under this contract for the first time, the contractor employee shall take this course after being provided access to NRC's network LAN system.

E. Required Levels Of Office Support Services

The contractor shall provide qualified personnel who can perform the following requirements stated for each level of office support services. In order to perform the office support services described herein with an acceptable level of accuracy, the contractor shall ensure each service is performed correctly to achieve the desired result at least 95% of the time. The NRC reserves the right to test contractor personnel in order to verify they can provide the following services at the performance levels required:

1. Basic Level of Office Support

This category will support basic office support needs without requiring support for NRC-specific functions and software applications that would require more than a cursory training orientation. This category provides the following office support services on an as needed basis:

- a. Supports the office's word-processing requirements by typing documents using the NRC's word-processing software with a tested typing speed of at least 50 words per minute with no more than three errors. (NOTE: Currently, NRC primarily uses Corel WordPerfect Suite-8; however, in Fiscal Year 2007, Microsoft Word will be the agency's primary word-processing software).
- b. Supports the office's planning and tracking requirements by accurately and efficiently entering data from various sources into existing spreadsheets using the NRC's current standard spreadsheet software with a 95% accuracy (data entered correctly into the appropriate cells of the spreadsheet as compared to the information and technical direction provided by NRC). (NOTE: Currently, NRC primarily uses Excel and Lotus, however, some offices use Access and Quattro Pro)
- c. Supports the office's correspondence and document processing requirements by accurately and efficiently proof-reading documents and making appropriate corrections of errors in basic grammar, punctuation and spelling;
- d. Serves as the office's receptionist by dressing appropriately for a professional office environment; politely receiving visitors and promptly notifying the appropriate NRC staff of their arrival; politely answering incoming telephone calls and directing the call to the intended recipient, or documenting the call with an accurate message for the intended recipient (states the date and time of the call, who called, and a brief description of the purpose of the call (if provided by the caller)).
- e. Performs sorting of the office's incoming mail and the distribution thereof to the appropriate NRC staff.
- f. Supports the office's preparation for meetings, briefings and presentations by using photocopying and stapling equipment effectively to produce similar quality documents as compared to the original being copied. Documents to be copied

will consist of a variety of materials that may also require the contractor to perform related tasks such as assembling and indexing the materials into designated formats and/or packages for use during meetings, briefings, and/or presentations.

- g. Schedules the office's meetings, briefings and/or presentations by using the Conference Room Scheduling system or contacting the NRC Administrative Services Center by reserving an appropriate size conference room for the number of planned attendees, and arranging delivery to the meeting room of any special items required for the meeting, i.e., TV/VCR, lectern, flip-board with markers, speaker-phone, etc.
- h. Supports the office's document control requirements by maintaining existing manual tracking systems, or updating an existing automated tracking system which tracks the status of controlled correspondence or action-items.
- i. Supports the office's filing requirements by manually filing documents accurately (95% of documents are filed in correct location and order) into existing record systems, retrieving documents from existing record systems for use by NRC staff upon request, and creating new manual record systems of a basic nature.
- j. Supports the office's urgent document processing requirements by manually delivering or picking-up documents from other offices within the NRC Headquarters facility that require immediate attention by NRC staff;
- k. Supports the office's daily readiness requirements by monitoring local inventories of forms and office supplies, etc. in order to notify NRC staff of the need for an item to be replenished before the available stock is exhausted. If authorized by the PO, retrieves supplies for the office from the NRC Supply Room.
- l. Supports the office' by escorting visitors within NRC's Headquarters facility who are not cleared for unescorted access (if authorized by the PO).
- m. Effectively communicates with NRC staff by using the English language fluently both orally and in writing, to efficiently relay information and/or obtain task-oriented technical direction; and
- n. Supports the offices other miscellaneous administrative needs by performing any other office support tasks that require no more than a cursory orientation training session in related NRC-specific knowledge to perform.

2. Advanced Level of Office Support

NRC understands that successful performance of this category will initially require the contractor's personnel to be provided training (on an as available basis) in the various NRC-specific software applications to be utilized (such as ADAMS, HRMS, GroupWise, and the NRC's Conference Room Scheduler System.)

This category supports all of the basic office support needs of an office defined under "**Basic Level of Office Support**", with the additional skill requirements that provide NRC with a greater variety and higher level of office support services. These additional

requirements will require onsite contractor personnel to possess an in-depth working knowledge of NRC-specific functions and software applications that will require more than a cursory orientation training session. This category provides the following office support activities on an as needed basis, which exceed the level of support provided under Basic Level of Office Support:

- a. Supports the office's workload tracking and Time & Attendance documentation requirements by accurately and efficiently entering or revising the data provided by NRC staff (on the NRC staff's Time & Attendance and workload activities) into the NRC's online automated payroll system. (NOTE: NRC currently uses an online system titled "Human Resource Management System" or HRMS);
- b. Supports the office's records management requirements by accurately and efficiently entering data and documents into the NRC's automated central record system. (NOTE: NRC currently uses the "Agency Document Management System or ADAMS).
- c. Supports the office's communication and meeting requirements by accurately and efficiently utilizing the NRC GroupWise system to e-mail staff in order to obtain or provide information, or use the GroupWise scheduling calendar software feature to research the availability of staff for meetings and arrange for their attendance at a meeting.
- d. Supports the office's meeting requirements by accurately and efficiently utilizing the NRC Conference Room Scheduler to locate and reserve meeting space for NRC staff;
- e. Supports the office's planning and tracking requirements by accurately and efficiently creating or revising data in automated spreadsheets, using the NRC's software with a 95% accuracy in the data, formats and formulas in the appropriate cells, to achieve the NRC's intended functionality of the spreadsheet. (NOTE: NRC uses Microsoft Excel, Lotus 1-2-3, Access, dBase III Plus and Quattro Pro).
- f. Supports the office's preparation of computer presentations by accurately and efficiently creating and/or updating materials using PowerPoint software provided by NRC.
- g. Supports the office's government business travel documentation and reservation requirements for NRC staff by accurately and efficiently preparing related federal travel authorization documents, travel vouchers, itineraries, trip reports, and making reservations.
- h. Supports the office's disposition of official records in accordance with the office's established records disposition schedule and processes.
- i. Performs sorting of the office's incoming mail and the distribution thereof to the appropriate staff, which includes identification and attachment of the appropriate documents the staff will need for reference in order to respond to the mail item (if applicable).

- j. Supports the office's correspondence and document processing requirements by accurately and efficiently proof-reading the staff's documents and identifying text, document formats, etc., which do not comply with NRC's established guidance for the formats, processes and control of agency documents and correspondence.
- k. Supports the office's record keeping requirements by accurately and efficiently creating, developing and improving appropriate manual or automated filing, record and document indexing and control systems, and
- l. Supports the office's various other ad-hoc office support related service requirements by accurately and efficiently performing any other type task that the office requires for which NRC provides the contractor personnel with sufficient guidance for successful completion of the service by either verbal technical direction, written instructions or reference materials (or a combination of any of the three methods).

F. Required Contractor Response Times

The contractor shall provide personnel who can perform the services required within the response times stated below for each type of TO issued. A TO may be initially placed telephonically by the Contracting Officer (CO), and will be followed by a written documentation of the TO within three workdays.

1. Response Times For "Urgent" Task Orders

When the CO identifies a new order as "Urgent", the contractor shall provide personnel to report for duty by the date and time designated in the TO, when NRC provides at least 24 hours advance notice to either the contractor or the OPM. If the CO requests services to start with less than 24 hours advance notice, the contractor shall make a good faith effort to provide such services.

2. Response Times For "Non-Urgent" Task Orders

The contractor shall provide personnel to report for duty by the date and time designated in the TO, when NRC provides at least 72 hours advance notice to either the contractor or the OPM. If NRC requests services to start with less than 72 hours advance notice, the contractor shall make a good faith effort to provide such services.

3. Response Times For Replacements during Contractor Personnel Absences Under Existing Task Orders

The contractor shall monitor the planned leave schedule of their Key personnel contract employees performing services under this contract and shall ensure that replacement personnel will be available to cover for that individual during their absence. The contractor shall coordinate provision of temporary replacement personnel during any planned absences of the contractor's staff assigned to a TO with the PO.

In the event of an unplanned absence (late arrival, early departure or non-arrival) of a contractor employee performing on a TO, the contractor shall inform the TO Manager and PO of the absence immediately in order to find out if a temporary replacement is needed. If

requested by the PO, the contractor shall provide a temporary replacement contract employee within three hours of the PO's request. If the contractor fails to provide a replacement within three hours, NRC reserves the right to deduct from any payment owed the contractor twice the amount of the contractor employee's billable hourly rate for each work hour the contractor employee is absent, to cover the cost to have the work performed by another source. NOTE: NRC is only obligated to pay the contractor for the services actually provided, after deducting any time missed (late arrival, early departure, long lunch-break, etc.).

G. Contractor Performance Requirements

The contractor shall continuously comply with the following requirements:

1. Contractor Representation While Onsite

While contract personnel are onsite, especially while attending meetings and working in other situations where they could be mistaken for a government employee, the contractor shall ensure that all onsite contractor personnel are clearly identified as a contractor employee by wearing their NRC-issued badges, to avoid creating an impression in the minds of members of the public or to other government personnel that they are government officials or government personnel.

2. Daily Work Schedule

Work hours for contractor personnel are normally scheduled Monday through Friday, for a total of 8 work-hours to be performed between 7:00 a.m. and 6:00 p.m. The specific work-days and hours during each workday will be specified in the individual TO. There may be overtime, holiday, or weekend work required. All proposed overtime work (overtime billable hours are those hours actually worked in excess of 40 hours in a week) must be pre-approved by the CO and specifically requested by the TO Manager designated in that TO. Work performed in excess of the established workdays and hours authorized by the CO in each TO is performed at the Contractor's sole risk and NRC will not be liable for payment of such unauthorized work.

3. Contractor Personnel Requirements During NRC Facility Safety Drills or Building Emergencies

During a facility safety drill or actual building emergency affecting the floor occupied by the contractor staff or the entire building, contractor staff shall participate in the orderly evacuation of the effected area as follows:

- a. Evacuate the effected area along with that area's NRC staff;
- b. Strictly follow the directions of the NRC security guard force and NRC DFS staff;
- c. Within 15-minutes of evacuating, promptly notify the OPM that they have been evacuated from the effected area.

4. Requirements for Contractor Personnel Escorting NRC Visitors

Contractor personnel who have been authorized by the NRC may escort visitors within the NRC's premises. The NRC will only provide this authority to those contractor personnel who have been granted "FINAL" NRC IT-II access and have been provided escort briefings by

the NRC DFS staff. The PO will notify the contractor and the TO Manager of those contractor personnel who have been granted authority to escort visitors. The TO Manager will request the contract personnel to escort visitors when the work requires this service. The NRC may rescind this authority for any contractor personnel who no longer qualifies for this authority, based on NRC's criteria in effect at the time (NOTE: NRC reserves the right to revise the criteria at any time).

5. Requirements for Contract Personnel Authorized to Obtain Supplies from NRC's Supply Room

Contractor personnel who have been authorized by NRC may enter NRC's Supply Room to acquire supplies needed by the program office they support. Only those contractor personnel who have been granted "FINAL" IT-II access approval from the NRC DFS will be granted this access. The PO will notify the contractor and the TO Manager of the contractor personnel who have been granted access to the NRC Supply Room. The contractor shall be responsible for informing its employees that the sole purpose of access to the NRC Supply Room is to either obtain supplies needed to perform the office support services they provide, or to pickup supplies required by NRC staff. The contractor shall be responsible for informing its employees that government furnished supplies shall not be used for personal use. The NRC shall rescind this authority for any contractor personnel who no longer qualifies for this access, based on NRC's criteria at that time (NOTE: NRC reserves the right to revise the criteria at any time).

6. Requirements During NRC Facility or Building Closures

The contractor will not be reimbursed when contractor employees are precluded from working as a result of office closings, government-wide shutdowns, inclement weather, facility breakdowns, holidays, building evacuations, etc. The following holidays are recognized by the Federal Government during which the Government will be closed:

- a. New Year's Day
- b. Inauguration Day
- c. Martin Luther King Day
- d. President's Day
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. Christmas Day

7. Required Contractor Quality Control

After the initial NRC-provided orientation training and processing of the NRC security access approval required, the OPM shall be responsible for accomplishing the following minimum onsite quality control activities, as requested by the PO:

a. Escorting of Non-cleared Contractor Employees Within NRC Premises for Fingerprinting or Meetings

The contractor shall escort proposed staff within NRC premises until they receive NRC's initial "TEMPORARY" access approval which allows them unescorted access to NRC premises, in order for them to be fingerprinted by NRC or attend any onsite meetings that may be required.

b. Participating in Onsite Meetings with Government Personnel

At the request of the PO, a contractor representative shall attend onsite meetings to discuss new TO requirements, an existing TO's evaluation results, or reports of unsatisfactory contractor performance.

c. Completion of NRC Security Clearance Application Materials and Tracking of Contract Status of Contractor Personnel Security Clearances

The OPM shall ensure each application package for an NRC security access is completed fully and accurately with all requested information. In addition, the OPM shall continuously track the following information and prepare a status report of the applications and provide it to the PO within one week of the conclusion of each calendar month:

- (i) The name of all employees whose packages have been submitted to NRC DFS for access;
- (ii) The date each employee was fingerprinted by NRC;
- (iii) The date each employee submitted their signed SF-86 forms to NRC DFS;
- (iv) The date each employee was approved by NRC for "Temporary" access at NRC;
- (v) The date each employee was approved for "Final" access at NRC;
- (vi) The date each employee's NRC access was canceled;
- (vii) The date each employee's NRC identification (ID) photo badge was returned to the PO after their access was canceled.

d. Tracking Compliance with Minimum Contractor Personnel Staffing Levels

Within one week of the conclusion of each calendar month, the OPM shall provide a report to the PO of the identity and quantity of contractor personnel in each of the following categories:

- (i) Currently performing work under each TO;
- (ii) Who has been granted IT Level II access approval (Temporary and Final), is not currently working on a TO, and is available to start performing on a new TO; and
- (iii) Who has submitted an application to the NRC for IT Level II access approval and is awaiting an NRC decision on their access.

e. Tracking Data on Contractor Personnel Pre-Certification Requirements

At the request of the PO, the OPM shall provide a report for each employee performing services under this contract which identifies the date the following certifications were signed by the employee:

- (i) Non-personal Services Understanding
- (ii) General Confidentiality and Non-disclosure Agreement
- (iii) Non-Disclosure Statement For Contractor Access To The NRC Agency-Wide Documents Access and Management System (ADAMS) Form

At the request of the PO, the OPM shall immediately provide a copy of the signed certifications for proof of the date signed. NRC reserves the right for the PO to add other certification requirements to this list which are required to be completed by contractors that are given access to NRC information and/or systems.

f. Tracking of Contract Data on Status of Custody of NRC Security ID Photo Badges

The OPM shall continuously track the following information and prepare a status report to the PO within one week of the conclusion of each calendar month:

- (i) The name of all contractor employees who have been issued an NRC security photo ID badge;
- (ii) The name of all contractor employees who have been issued an NRC security photo ID badge and are currently working under a TO;
- (iii) The name of all contractor employees who have been issued an NRC security photo ID badge and are "not" currently working under a TO;
- (iv) For any contractor employees who have been issued an NRC security photo ID badge and are "not" currently working under a TO, the current status of who has custody of the NRC security photo ID badge for that contractor employee (contractor employees who are not currently working on a TO shall immediately return their NRC security ID badge to the OPM for subsequent delivery to the PO.

(NOTE: Upon completion of services to be provided under a TO, unless the contractor employee is scheduled to return to NRC the following week to provide support under another order, the contractor employee shall deliver their NRC photo ID badge to the OPM. The OPM shall immediately return the NRC photo ID badge to the PO.

g. Tracking Data on Contractor Personnel Completion of Mandatory NRC-Sponsored Training

The OPM shall ensure the following NRC-sponsored online training courses are completed by new contract staff on their first day of performing services at NRC and annually thereafter:

- (i) NRC Computer User Awareness Course
- (ii) Information Security Awareness Course

NOTE: NRC reserves the right for the PO to add other training courses which are sponsored by NRC and required to be completed by contractors that are given access to NRC IT information and/or systems.

h. Coordinate NRC-sponsored Supplemental Training for New Contractor Staff

At the request of the PO, the OPM shall coordinate with the cognizant TO Manager, the absence of the assigned contractor personnel in order for that contractor employee to attend NRC-sponsored training classes on NRC software or processes. If requested by the PO, the contractor shall provide a replacement contractor employee during the period that the TO's key contractor employee is attending NRC-sponsored training.

i. Monitor and Report the Daily Attendance of All Onsite Contractor Personnel

Each workday, within 15 minutes of the start time for performance of services (as identified in each TO), the OPM shall report to the PO and the cognizant TO Manager, each order's status where the contractor personnel has not timely arrived at their assigned office location to perform the services covered by the TO.

j. Coordinate Onsite Contractor Personnel Temporary Replacements

For any TOs that the personnel are late arriving or will be absent at any time during the scheduled work-day, the OPM shall immediately contact the cognizant TO Manager (or alternate) to inquire whether the office requires a replacement person during the personnel's absence. If NRC requests a replacement, the OPM shall coordinate the arrival of the replacement and inform the office of the replacement's projected time of arrival. The OPM shall follow-up with the TO Manager to provide a daily status of when the order's personnel contractor will return to work. The OPM shall notify the PO of any time missed by the contract employee performing a TO in excess of two hours.

k. Coordinate Onsite Contractor Personnel's Orderly Evacuation of NRC Floors or Buildings

During any emergency, exercise or safety drill, which requires building occupants to evacuate the effected area (i.e. a floor, up to the entire building), the OPM shall have prepared and implemented the contractor's plan to coordinate the orderly evacuation of contractor personnel from the effected area and report the status of their evacuation to the PO upon successful evacuation of all effected contractor personnel.

l. Tracking of Contract Data Necessary for Monitoring Federal Title V Compliance

The OPM shall continuously track the following information and prepare a status report which shall be delivered to the PO within one week of the conclusion of each calendar month:

- (i) For each TO designated by the PO for Title V tracking:
 - a. The quantity of total workdays ordered by NRC;
 - b. The total workdays that services were performed for any part of the day.
- (ii) For each contract employee performing a TO designated by the PO for Title V tracking:
 - a. The total quantity of workdays the employee has worked under any TO

- b. designated for Title V tracking by the PO within the previous two-year period;
- c. The total quantity of workdays the employee has worked any portion of a day under their current TO;
- d. The date the employee first performed services under a TO designated by the PO for Title V tracking.

m. Tracking the Status of each Task Order's Government Evaluation

Within two workdays of conclusion of each TO's evaluation rating period (i.e. every three months for TOs that exceed three months total duration, and after conclusion of the TOs that do not exceed a total duration of three months), the OPM shall request the cognizant NRC TO Manager to provide an evaluation of the office support services provided during that rating period. Upon receipt of the TM's evaluation, the OPM shall immediately notify the PO of receipt of the evaluation and deliver the evaluation to the PO. Within one week of the conclusion of each calendar month, the OPM shall provide the PO with a report of any TOs that have evaluations overdue for more than 30 calendar days from the TO Manager.

n. Coordinating the Contractor's Response to Government Evaluations that Include Ratings of Unacceptable Performance for Any Rating Area

The OPM shall continuously track the following information and submit a status report to the PO within one week after conclusion of each calendar month:

- (i) Upon receipt of any information from the TO Manager or the PO that the contractor's performance of any order has unacceptable areas, the OPM shall immediately contact the cognizant TO Manager with the performance issue to discuss the problems and forward the Performance Evaluation Report (Attachment C) to obtain an "interim evaluation" of the services and request specific examples of the problems being experienced.
- (ii) Within two workdays of receiving the TO Manager's evaluation or meeting on the issue with the TO Manager's and/or PO, the OPM shall propose to the PO an action plan to correct the performance issues and also prevent the issue from re-occurring, within two work-days;
- (iii) The OPM shall follow-up with the TO Manager each week thereafter until the TO Manager and PO are satisfied the problem has been corrected permanently.

V. GOVERNMENT FURNISHED PROPERTY AND SUPPLIES

All equipment, supplies, materials, and office space necessary to perform the required services will be provided by the NRC. All Government Furnished Property (G.P.) is for official Government business only. Only NRC authorized software and applications may be used. Contractor employees are not permitted to use any G.P. for personal use or gain (i.e., photocopying machines, personal diskettes, PC's, fax machines, telephones, Internet surfing, etc). The workstation that NRC will provide onsite contractor staff will be identified in each TO.

NOTE: The NRC has a shortage of workspace and therefore does not guarantee NRC will provide the OPM with a workstation and computer support onsite to perform the OPM's contract

requirements listed herein. However, the contractor shall ensure the OPM has their own mobile capability to perform all requirements of the OPM's daily role under this contract without a dedicated NRC workstation, telephone and computer support. The OPM shall have a cell phone and a laptop or similar equipment (PDA, blackberry, etc.) which provides e-mail capability with wireless Internet access), in order for the PO to communicate with the OPM at any time during the normal workday from 7:30am through 4:15pm, by telephone and e-mail.

VI. GOVERNMENT QUALITY ASSURANCE

A. Task Order (TO) Manager

In addition to the PO, the Government will name individuals to serve as the "TO Manager". A TO Manager will be designated in each TO and will normally be located in the office where the performance of the services are primarily performed. The TO Manager will initially provide the OPM with the necessary task-oriented technical guidance to address any immediate NRC-related information necessary for the contractor's onsite personnel to be successful in performing the services required. If the contractor's personnel encounter either of the following situations during performance of the services, the contractor's personnel shall immediately notify the TO Manager of the need for more specific guidance on the task(s), in order to not delay performance of the service needed:

1. Concurrent support needs that necessitate prioritization; and/or
2. A situation that the OPM has not encountered previously and NRC has not already provided technical guidance for (verbally or in writing by instructions or reference materials).

The TO Manager will provide the contractor's personnel with the required information for performing the task, and the OPM shall ensure that the contractor's personnel understand and retain any task oriented technical direction information provided by the TO Manager, in order to minimize the need for NRC staff to provide "repetitive" task-oriented guidance and information.

The TO Manager designated in the TO and the PO of this contract, shall have the right to designate the relative priority of individual types of tasks performed by any of the contractor's personnel. NRC reserves the right to provide this priority designation by type of task or on a case-by-case basis, verbally or in writing.

B. Government Evaluations of Office Support Services Provided under Individual Task Orders

The TO Manager will continuously monitor the contractor's performance and use the Performance Evaluation Report (Attachment C) to document the specific NRC office's rating of the services provided under each TO. A copy of the report will be provided to the contractor, PO and the CO. When the contractor's personnel assigned to a specific order is experiencing a problem that causes the TO Manager to rate their performance unacceptable in any rating area, the TO Manager will complete an "INTERIM" evaluation of the subject order, using the Performance Evaluation Report (Attachment C). For the rating area(s) that the TO Manager rated unsatisfactorily, they will also provide specific examples of the unacceptable performance. The "INTERIM" evaluation will then be forwarded to the PO and the OPM for review and discussion. This will allow the contractor to receive immediate

feedback concerning the unacceptable performance and provide an opportunity to correct the problem before the final quarterly evaluation is conducted at the completion of an order.

Upon completion of a TO that does not exceed three months, or after each quarterly period for each TO that exceeds three months, the TO Manager will use the Performance Evaluation Report (Attachment C) to document NRC's overall evaluated rating of the services received during the period being rated. For TOs that exceed three months, quarterly rating periods will be performed for the following monthly periods: Jan/Feb/Mar, Apr/May/Jun, Jul/Aug/Sep, and Nov/Oct/Dec.

The PO will review the rating of the TO services by the TO Manager and if any rating area receives an unacceptable rating, review the examples provided for the basis for the rating. The PO will notify the CO of any evaluations that include unacceptable ratings, which the PO recommends the CO take monetary deductions. In the event the CO determines taking monetary deductions is warranted, the CO will notify the contractor of the basis for the deduction and the amount to be deducted.

C. Performance Deductions

The contractor is required to perform the requirements described in this Statement of Work and each individual TO, in a satisfactory manner that will ensure successful performance. The attached Performance Evaluation Report (Attachment C) identifies the areas in which performance is critical to the success of this effort and indicates the manner in which customer satisfaction will be rated.

For each rating period evaluation, only the services performed during that rating period (quarterly for TOs that exceed three months in duration and at the completion of TOs that don't exceed three months) will be evaluated and subject to a percentage deduction. For TOs that exceed three months and don't start at the beginning of a quarter, the first evaluation would be based on a partial-quarter's effort and resulting total cost.

A deduction of 1% of the total rating period billing amount will be taken for each rating of "unsatisfactory" on the Performance Evaluation Report (Attachment C) under each TO, for up to a maximum of 7% of the cost of that rating period. NRC reserves the right to deduct this amount from any payment owed the contractor.

The contractor shall address ratings of "unsatisfactory" in writing within five workdays of receiving a copy of the evaluation report and describe the means for improvement in any area receiving these ratings.

In the event of an unplanned absence (late arrival, early departure or "no-show") of a contractor employee performing on a TO, the contractor shall inform the TO Manager and PO of the absence immediately in order to find out if a temporary replacement is needed. If requested by the PO, the contractor shall provide a temporary replacement contract employee within three hours of the PO's request. If the contractor fails to provide a replacement within three hours, NRC reserves the right to deduct from any payment owed the contractor twice the amount of contractor employee's billable hourly rate for each full or partial work-hour the contractor employee is absent. NOTE: The performance deduction is twice the absent contract employee's billable hourly rate because NRC is only obligated to pay the contractor for the services actually provided, after deducting any time missed (late arrival, early departure, long lunch-break, etc.) and to cover the cost that NRC had to pay for

another government or contractor employee to provide coverage for the support while the contract employee was absent.

VII. ISSUANCE OF NRC TOs FOR OFFICE SUPPORT SERVICES

The CO will issue TOs to the contractor to request the services required under this contract. Each TO issued will include the following information:

- a. Description of services and level of performance required (Basic or Advanced Office Support Services);
- b. Period of Performance the services are required;
- c. Weekly schedule (Monday-Friday or other schedules such as Monday/Wednesday/Friday, etc.);
- d. Daily workday coverage period for the specific support services ordered (i.e. 7:30 a.m. to 4:00 p.m. work hours with a 30-minute mid-day break);
- e. Specific workstation location of performance of the services;
- f. Primary and Backup TO Manager designated and their telephone extension, NRC office location and e-mail address;
- g. Sequential number identifying the individual TO;
- h. Total amount of funding obligated under the TO;
- i. The applicable billable hourly rate and estimate of total regular and any overtime hours required; and
- j. The total estimated cost of the TO.
- k. Name of Key Personnel assigned to work on TO.

Each TO will allow at least a 30-minute period during the work-day for cessation of the services while the contractor's personnel take a lunch-break, if the order requires them to perform services for 6 or more hours that day. NRC will not be obligated to the contractor for payment of office support services during this cessation period. NRC reserves the right to cancel the remaining period of a TO if the services are no longer needed, at no additional charge to the Government.

VIII. SUBSTITUTION OF CONTRACTOR PERSONNEL PERFORMING UNDER A TASK ORDER

The personnel designated in the individual TO, shall be considered "key personnel" for purposes of each TO, and the contractor shall obtain the prior approval of the PO in assigning and/or replacing any key personnel position with other contractor employees. In the event of a temporary absence of the contractor's personnel (e.g. vacation leave, sick leave, etc), upon the PO's request, the contractor shall provide a qualified replacement employee within two hours to maintain continuous performance of the office support services for the subject TO. The NRC reserves the right to disapprove at any time, without previous notice, any contractor personnel assigned who is either unable or unwilling to perform the work within the scope of the contract and/or TO.

IX. SPECIAL LIMITATIONS ON USE OF CONTRACTORS FOR CERTAIN SHORT TERM TEMPORARY SITUATIONS

There are certain situations that can create the need for NRC to issue a TO for "short-term or temporary" office support services. These situations are covered by federal regulations that place additional restrictions on the Government's use of contractors to perform these services.

Established federal guidance on these situations and the prescribed federal limitations can be found under the CFR Title 5, Part 300, Subpart E "Use of Private Sector Temporaries".

CFR Title 5 regulations limit the types of situations that a federal agency can use a contractor on a short-term basis instead of meeting the support need with other current Government employees or through the temporary appointment of a Government employee. In accordance with CFR Title 5, situations where a contractor can be used to temporarily replace Government performance of daily administrative support includes: (1) those instances where an agency must carry out work for a temporary period which cannot be delayed (in the judgment of the agency) because of a critical need, such as when a Government administrative employee has recently left the position (retired, resigned, transferred, promoted, etc.), the support is required during the interim period while the government backfills the position, and the need can not be readily met by appointing a temporary government employee; (2) instances where the government employee is absent for a temporary period because of their own personal need including emergencies, illnesses, maternity leave, family responsibilities, or mandatory jury duty, and the work must be performed during the period of the employee's absence, and the need can not be readily met by appointing a temporary Government employee. CFR Title 5 does not allow the use of contractors to provide short-term intermittent services during employee absences for vacations or other circumstances which are not considered to be compelling to the agency.

Under these conditions, federal regulations require NRC to place the following limitations on the contractor's performance of these types of short-term TOs:

- A. The contractor firm can not provide support for the same employee absence situation for more than a total of 120 workdays initially, and if the need still exists after 120 workdays, the use of the contractor firm can be extended up to a maximum of 240 workdays within a 24-month period. The 24-month period begins on the first day of the performance period of the TO.
- B. The same contractor employee can not provide support at the NRC location because of any employee absence situations, for more than a total of 120 workdays in a 24-month period. The NRC can grant an individual contractor employee an exception which raises the limit to 240 workdays based on an agency determination of a significant need. The 120-day period for the individual contractor employee begins on the first day of their performance of services at the NRC location.

X. CONTRACTOR INVOICING

The contractor shall only bill NRC for the actual time NRC received support services under each TO. The contractor shall not bill NRC for any time not performed under a TO (contractor employee missed time due to late arrival, early departure, long lunch, vacation, sick leave, etc.) The contractor shall only invoice NRC on a monthly basis. After completion of each monthly billing period, the contractor shall submit a separate invoice to NRC for the services performed under each TO during the calendar month just completed. The contractor shall include with the invoice, the applicable copies of the contract employee's weekly timecard(s) to support the hours being billed under that month's invoice. The contractor shall not bill for more than one calendar month on the same invoice. Included with each invoice, the contractor shall document the following information about the current overall financial status of that TO as of the end of the month being billed:

- a. Total original projected cost of the TO at award;
- b. Current projected cost of the TO;
- c. Total amount of funding obligated under the TO;
- d. Total amount of obligated funds expended under the TO; and
- e. Total amount of obligated funds still unexpended under the TO.

In addition to the standard hard-copy invoice, the contractor shall submit an electronic copy of the monthly invoice including the supporting timecard (in PDF format) by e-mail to each of the TO's cognizant TO Manager. For all billable services performed under this contract, the contractor shall employ the following method to document each contract employee's billable hours:

- a. At the end of each week, each TO's contractor employee shall present their timecard to the cognizant TO Manager (or alternate) for review and signature. If the TO Manager or their alternate is unavailable to sign the timecard, the contractor employee shall obtain their signature on the timecard the following Monday.
- b. The weekly timecard shall reflect the following minimum information for the TO Manager to review:
 - 1. Applicable NRC TO number assigned by the CO;
 - 2. Name of the contractor employee who performed the services;
 - 3. Daily required work schedule stated in the order (8 hours from 8:15 a.m. through 5:00 p.m. with 45-minute lunch break at noon, etc.);
 - 4. Calendar dates applicable to each workday of that week (Monday - 04/03/2006, etc.);
 - 5. For each workday that week, the time the contractor employee arrived at the office (usually, their assigned desk at NRC), and the time they departed for the day;
 - 6. Total hours actually worked during each day;
 - 7. Total regular hours actually worked during that week;
 - 8. Total overtime hours worked during that week (overtime starts after first 40 hours actually worked each week).
- c. After the TO Manager signs the timecard, the contractor employee shall provide the TO Manager and the OPM a copy of the timecard for their records.

B.2 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 \$2,229,789. 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 \$117,000. 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.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on the effective date and will expire on one year thereafter. 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 four years.

B.4 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by the Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by the General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract for a period of 180 days or more 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 DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/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. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA 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.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

B.5 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

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

SECURITY REQUIREMENTS FOR 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. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten workday period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/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 (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the 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 under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

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) 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 of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR 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. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten workday period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/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 (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the 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 under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

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) 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 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified 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 access under the NRC "Personnel Security Program."

B.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Office space
2. Office equipment
3. Office supplies

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-04-398.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

B.7 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.

B.8 Compensation for On-Site Contractor Personnel

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

B.9 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.

B.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

B.11 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (FEB 2004)

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

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

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

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

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204.70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) 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 classified information;

access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or cardkey badges.

B.12 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.

SECTION C - CONTRACT CLAUSES**C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2007
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**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

[] (4) Reserved]

[X] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

- [] (iii) Alternate II (Mar 2004) of 52.219-7.
- [] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- [] (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4).
- [] (ii) Alternate I (Oct 2001) of 52.219-9.
- [] (iii) Alternate II (Oct 2001) of 52.219-9.
- [X] (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- [] (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [] (ii) Alternate I (June 2003) of 52.219-23.
- [] (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [X] (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- [] (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
- [] (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [] (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- [X] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [X] (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[] (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

[] (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[] (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

[] (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the initial obligation under the contract, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of the current ceiling of the contract;
 - (2) Any order for a combination of items in excess of the current ceiling of the contract; or
 - (3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.5 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after the expiration date of the contract.

C.6 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 30 days; provided that the Government gives the Contractor a preliminary written notice

of its intent to extend at least 60 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 five years.

C.7 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses

to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.9 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

C.10 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.

C.11 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.

C.12 2052.215-70 KEY PERSONNEL (JAN 1993)

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

- | | |
|--------------------------------------|----------------------|
| 1. Onsite Program Manager (OPM) | Torrance Poindexter |
| 2. NRC Program Manager & Back-Up OPM | Eugene "Doc" Murdock |

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.

C.13 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Katherine Blakeney

Address: Nuclear Regulatory Commission
Division of Administrative Services
Mailstop O-2A13
Washington, D.C. 20555

Telephone Number: 301-415-1491

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.14 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

C.15 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

C.16 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment No. 01 – Department of Labor Wage Determination

Attachment No. 02 - Contractor Guidance For Clearing Employees To Work For NRC