

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M003		3. EFFECTIVE DATE 09-01-2012	4. REQUISITION/PURCHASE REQ. NO. ADM-12-469	5. CONTRACT ID CODE	PAGE 1	OF PAGES 2
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AQIWO, INC. 1225 S CLARK ST STE 1301 ARLINGTON VA 222024383		9A. AMENDMENT OF SOLICITATION NO.
CODE 124458493 FACILITY CODE		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-11-C-10-0046 Modification No. 3
		10B. DATED (SEE ITEM 13) 06-02-2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2012-40-51-F-170 D2362 252A 31X0200 Obligate \$22,833.30
 DONS# 124458493 FAINIS# 123203
 NAICS: 518210 PSC: R699

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

(Q)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-3
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is as follows:

1. Incorporate the attached Statement of Work (SOW) into the contract.
2. Increase the ceiling of the contract.
3. Fully fund Option Period #1.
4. Revise Section B.2 of the contract.

Refer to page two (2) for details.
 All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Stephen Mills Pres/CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool Contracting Officer	
15B. CONTRACTING OFFICER Stephen M. Mills		16B. UNITED STATES OF AMERICA BY Stephen Pool	
15C. DATE SIGNED 8/22/12		16C. DATE SIGNED 8/22/12	

NEN 7540-01-102-8070 PREVIOUS EDITION NOT USABLE
 STANDARD FORM 30 (REV. 10-03) Prescribed by GSA - FAR (48 CFR) 101.116

SUNSI REVIEW COMPLETE

AUG 23 2012

ADM002

TEMPLATE - ADM001

Contract NRC-HQ-11-C-10-0046 is hereby modified as follows:

1. The attached Statement of Work (SOW) titled "HSPD-12 Badge Services" and Price Schedule are hereby incorporated into the contract. This SOW is in addition to the SOW of the basic contract while the Price Schedule replaces the original in its entirety.
2. The following ceilings of the contract are hereby revised:
 - The ceiling of the contract, through Option Period #1, is hereby increased by \$22,833.30 from \$1,279,327.50 to \$1,302,160.80.
 - The total ceiling of the contract is hereby increased by \$213,153.30 from \$3,241,812.26 to \$3,454,965.56.
3. Funding in the amount of \$22,833.30 is hereby obligated. Funds are increased by \$22,833.30 from \$1,279,327.50 to \$1,302,160.80.
4. Section B.2 – Consideration and Obligation – Labor Hours is hereby revised as follows:
 - (a) The total estimated amount of this contract (ceiling) for the product/services ordered, delivered, and accepted under this contract is \$1,302,160.80 for the base period through option period #1.
 - (b) The amount presently obligated with respect to this contract is \$1,302,160.80.

All other terms and conditions shall remain unchanged.

PRICE/COST SCHEDULE

Base Period: July 17, 2011 through November 30, 2011

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
A001	Personnel Security Assistant – Team Leader	hour		
A002	Personnel Security Assistant – Security Analyst	hour		
A003	Personnel Security Assistant – Security Analyst	hour		
A004	Personnel Security Assistant – Security Analyst	hour		
A005	Personnel Security Assistant – Security Analyst	hour		
A006	Personnel Security Assistant – Security Analyst	hour		
A007	Personnel Security Assistant – Security Analyst	hour		
A008	Personnel Security Assistant – Security Analyst	hour		
A009	Personnel Security Assistant – Drug Testing	hour		
A010	Personnel Security Assistant – Drug Testing	hour		

Total Base Period: \$342,667.50

Option Period 1: December 1, 2011 through November 30, 2012

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
B001	Personnel Security Assistant – Team Leader	hour		
B002	Personnel Security Assistant – Security Analyst	10 hour		
B003	Personnel Security Assistant – Security Analyst	0 hour		
B004	Personnel Security Assistant – Security Analyst	3 hour		
B005	Personnel Security Assistant – Security Analyst	0 hour		

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
B006	Personnel Security Assistant – Security Analyst	1 hour		
B007	Personnel Security Assistant – Security Analyst	0 hour		
B008	Personnel Security Assistant – Security Analyst	1 hour		
B009	Personnel Security Assistant – Drug Testing	0 hour		
B010	Personnel Security Assistant – Drug Testing	00 hour		
B011	Personnel Security Assistant – Security Analyst	1 hour		
Total Option Period 1:				\$959,493.30

Option Period 2: December 1, 2012 through November 30, 2013

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
C001	Personnel Security Assistant – Team Leader	1 hour		
C002	Personnel Security Assistant – Security Analyst	30 hour		
C003	Personnel Security Assistant – Security Analyst	0 hour		
C004	Personnel Security Assistant – Security Analyst	0 hour		
C005	Personnel Security Assistant – Security Analyst	10 hour		
C006	Personnel Security Assistant – Security Analyst	30 hour		
C007	Personnel Security Assistant – Security Analyst	10 hour		
C008	Personnel Security Assistant – Security Analyst	0 hour		
C009	Personnel Security Assistant – Drug Testing	1 hour		
C010	Personnel Security Assistant – Drug Testing	1 hour		
C011	File Room Relocation (firm fixed price)	1 lot		

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
C012	Personnel Security Assistant – Security Analyst	11		
Total Option Period 2:				\$1,072,404.76

Option Period 3: December 1, 2013 through November 30, 2014

<u>CLIN</u>	<u>Labor Category</u>	<u>Est. Quantity</u>	<u>Rate</u>	<u>Total</u>
D001	Personnel Security Assistant – Team Leader	10 hour		
D002	Personnel Security Assistant – Security Analyst	0 hour		
D003	Personnel Security Assistant – Security Analyst	10 hour		
D004	Personnel Security Assistant – Security Analyst	0 hour		
D005	Personnel Security Assistant – Security Analyst	0 hour		
D006	Personnel Security Assistant – Security Analyst	0 hour		
D007	Personnel Security Assistant – Security Analyst	0 hour		
D008	Personnel Security Assistant – Security Analyst	10 hour		
D009	Personnel Security Assistant – Drug Testing	hour		
D010	Personnel Security Assistant – Drug Testing	hour		
D011	Personnel Security Assistant – Security Analyst			
Total Option Period 3:				\$1,080,400.00
<u>GRAND TOTAL —</u>				\$3,454,965.56

**U.S. NUCLEAR REGULATORY COMMISSION
DIVISION OF FACILITIES AND SECURITY
PERSONNEL SECURITY BRANCH**

STATEMENT OF WORK

HSPD-12 BADGE SERVICES

1.0 PURPOSE

The U.S. Nuclear Regulatory Commission's (NRC), Office of Administration (OA) Division of Facilities and Security (DFS), Personnel Security Branch (PSB) manages a contract which provides for on-site administrative support services for the PSB through Aqiwo (Contract # NRC-HQ-11-C-10-0046), which expires on November 30, 2014. Additional contractor support is being sought for this contract to provide Homeland Security Presidential Directive 12 (HSPD-12) badging processing that will be administered by the Facilities Security Branch (FSB) of the DFS and will serve all NRC locations.

2.0 BACKGROUND

Prior to the implementation of (HSPD-12), an Aqiwo contractor completed the identity proofing phase of the old style badge process which included capturing the applicant's photo. The NRC security guards printed these NRC badges and issued them to applicants. However, in accordance with HSPD-12, the NRC was required to issue Personal Identity Verification (PIV) cards (HSPD-12 badges) to all NRC employees and contractors.

The two-part phase of the HSPD-12 badging process consists of badge enrollment and badge activation. In December 2009, the DFS began issuing PIV cards to all NRC personnel. In order to accommodate the influx in workload, DFS hired contractors to complete the initial HSPD-12 badge enrollment and activation process. When this contract concluded, the Personnel Security Branch's (PSB) Aqiwo contractors took over the enrollment portion of the process and the FSB Federal staff took over the printing and activation portion of the process.

Due to unforeseen circumstances, which include but not limited to the badge failure rate, the lengthy process of badge activation, and lost badges, FSB has been required to dedicate increased hours to the badging process. Currently, three (3) full time staff have dedicated a portion of their normal work hours to badge printing and activation processing.

In order to reduce the burden on the FSB staff and to allow them to focus on their duties as assigned, FSB requests modification to the PSB's current Aqiwo contract to include one additional full-time contractor to perform HSPD-12 badging processing Monday through Friday from 8:00 a.m. – 4:30 p.m., and will be administered by FSB.

3.0 BASIC SERVICE LEVEL

1. The Contractor shall provide HSPD-12 badging processing at the NRC facility at Two White Flint North Building (TWFN) in Rockville, MD that will serve all NRC locations; namely, One White Flint North Building (OWFN), TWFN, NRC Distribution and Support Facility (NRC Warehouse), Three White Flint North Building (3WFN) in late 2012/early 2013, Executive Boulevard Building (EBB), Gateway Building (GWB), Twinbrook

Building (TWB), Church Street Building (CSB), and the five (5) regional offices, which includes the Technical Training Center in Chattanooga, TN.

2. Print HSPD-12 badges, to include the following:
 - a. HSPD-12 badges for new employees and contractors at Headquarters and all NRC regional facilities;
 - b. HSPD-12 badges to replace malfunctioning HSPD-12 badges;
 - c. HSPD-12 badges to reflect clearance upgrades and downgrades;
 - d. HSPD-12 badges for NRC emergency responders;
 - e. HSPD-12 badges to reflect relocations to HQ or other NRC regional facilities;
 - f. HSPD-12 badges to replace lost HSPD-12 badges.

Timely Processing Standards: HSPD-12 badges shall be printed no later than one business day after the adjudication in MyID is complete or the request for a badge is initiated.

3. Print other NRC-issued badges (non-HSPD-12 badges), to include foreign assignee badges, daycare badges, visitor badges, and temporary employee and contractor badges.

Timely Processing Standards: NRC-issued badges (non-HSPD-12 badges) shall be printed no later than one business day after the request for a badge is initiated.

4. Log and mail HSPD-12 badges to NRC regional facilities.

Timely Processing Standards: HSPD-12 badges shall be logged and mailed to NRC regional facilities on the same business day that they are printed.

5. Schedule HSPD-12 badge activations with NRC personnel (employee and contractors). HSPD-12 badge activations take approximately 15 minutes to complete and the NRC only has two activation workstations at Two White Flint North, at this time. Therefore, activations must be scheduled in 15 minute intervals as to avoid long lines and loss of productivity.

Timely Processing Standards: Respond to requests for HSPD-12 badge activations no later than one business day after the request for an activation appointment is initiated.

6. Activate HSPD-12 badges, which take approximately 15 minutes to complete.

7. Complete PIN resets on HSPD-12 badges.

8. Assign access rights in accordance with the NRC Form 89: Badge Request and access authorization memorandums for limited and security areas, after approval from the FSB Chief.

Timely Processing Standards: Process NRC Form 89's and access authorization memorandums no later than one business day after the form or memorandum is received.

9. Test the functionality of malfunctioning HSPD-12 badges and request replacement HSPD-12 badges, if necessary.

Timely Processing Standards: Respond to requests for malfunctioning badge tests no later than one business day after the request is initiated. Request replacement badges on the same business days as a functionality test, if necessary.

10. Log HSPD-12 badges that have been returned, either because the badge has been replaced or because the individual no longer works at the NRC; remove access rights for terminated personnel, and destroy the badges in accordance with FSB procedures.

Timely Processing Standards: Remove access rights for terminated personnel on their termination date, even if this is in advance of the badge being returned. Log and destroy badges no later than two business days after they are recovered or returned.

In accordance with FIPS-201 Standards, "The PIV identity proofing, registration and issuance process shall adhere to the principle of separation of duties to ensure that no single individual has the capability to issue a PIV credential without the cooperation of another authorized person." Therefore, the contractor shall not be assigned the job of enrolling personnel, at any time.

4.0 TRAINING

The contractor shall be trained to use the NRC's MyID system Software, and if requested shall be trained to use Facility Commander WnX Software.

5.0 QUALIFICATIONS TO PROCESS HSPD-12 BADGING

The contractor shall be required to undergo a full field background investigation and applicant drug test and shall possess and maintain a "Q" security clearance, and shall be available to process HSPD-12 badging on site at the NRC Headquarters facility in Rockville, MD.

6.0 PLACE OF PERFORMANCE/HOURS OF OPERATION

The contractor shall provide badging processing services at the following location: 11545 Rockville Pike, Rockville, MD 20852 between the hours of 8:00 a.m. – 4:30 p.m. Monday-Friday, except Federal holidays.

7.0 PERIOD OF PERFORMANCE

The required services shall begin on September 1, 2012.

Option Year 1	Sept. 1, 2012 – November 30, 2012
Option Year 2	December 1, 2012 – November 30, 2013
Option Year 3	December 1, 2013 – November 30, 2014

8.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide their personnel with all required training, insurance, bonding, recruiting, compensation, and transportation to and from the job (unless provided by the contract employee) necessary to complete the work under this contract.

The Contractor personnel shall be required to handle information of a personal and sensitive nature. Therefore, the Contractor shall assure that all personnel comply with confidentiality regulations and other guidance furnished by the NRC. The Contractor shall be responsible for ensuring all personnel employed are advised of the sensitivity of the information concerning individuals processed under this contract.

The Contractor shall ensure that all personnel performing under this contract are advised that the use of NRC systems and equipment are for the purpose of official business only.

The Contractor is responsible for ensuring that the work space provided by the Government is maintained in a clean, orderly manner at all times during each business day.

9.0 GOVERNMENT RESPONSIBILITIES

The Government will provide custodial support, office space and furniture, telephones and telecom services, personal computers, internet service, electronic mail, required system software, scanners, and access to network printers and facsimile machines.

The Government, in conjunction with the NRC PO, will conduct an orientation briefing session for the on-site contract Team Leader, which shall provide guidance on NRC policies and a current copy of the FSB Office Instructions and SOP, as necessary. The briefing will be conducted after the execution of the contract. The Contractor shall thereafter be responsible for briefing all subsequent personnel and shall ensure that all such personnel are familiar and comply with NRC policies and FSB Office Instructions and SOP, as necessary.

The Government will provide prompt processing of the Contractor's workforce, to ensure that they are granted security clearances ("Q") in a timely manner (within 30 calendar days).

OPM provides the NRC with guidance on the requirements for completion and acceptance of documents (i.e., the SF-86). The NRC Project Officer (PO) will provide the Contractor with OPM's current requirements.

10.0 PERSONNEL REQUIREMENTS

The Contractor shall provide qualified personnel that meet the minimum skill requirements identified in the following position descriptions. All Contractor personnel provided under this contract shall possess a high school diploma or General Equivalency Diploma. The contractor shall possess strong administrative and communication skills, demonstrate the ability to deal tactfully, confidentially, and professionally with all levels of staff, and be detail oriented and produce highly accurate work products.

Facilities Security Specialist: Shall have knowledge of, or ability to learn the policies and procedures of processing HSPD-12 badging to service all NRC facilities and to have knowledge of the Freedom of Information Act/Privacy Act requirements. The Contractor shall demonstrate the ability to print HSPD-12 badges and non-HSPD-12 badges; log and mail HSPD-12 badges to the regional offices as well as those that have been returned; schedule HSPD-12 badge activations with NRC personnel (employee and contractors); activate HSPD-12 badges; complete PIN resets; test the functionality of malfunctioning HSPD-12 badges and request replacement HSPD-12 badges, if necessary; enter, update, and retrieve information and reports from automated relational databases, prepare related correspondence and communicate

effectively, efficiently, and tactfully, both orally and in writing, with a wide variety of individuals involved with FSB activities.

In addition, the Contractor personnel performing under this contract shall be required to obtain an NRC security clearance ("Q") and submit to pre-employment testing for illegal drug use, and receive negative drug test results. Contractor personnel shall be subject to random selection drug testing throughout the duration of the contract.

11.0 REMOVAL FROM DUTY

The NRC reserves the right to request at any time, without notice, that the Contractor remove any employee from the contract, should it be determined that the individual is unacceptable for either suitability or security reasons, or are found to be unfit for performing the work. The Contractor must comply with these requests. Such determination of unfitness may be made from (but not limited to), incidents involving the types of misconduct or delinquency as set forth below:

- a. violations of the Rules and Regulations of Government Public Buildings and Grounds, 41 of the Code of Federal Regulations (CFR) 101-20-3;
- b. neglect of duty, including sleeping while on duty, unreasonable delays (timeliness), or failure to carry out assigned tasks, and conducting personal affairs during official time.
- c. falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- d. disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or engaging in disruptive activities which interfere with the normal and efficient operation of the Government;
- e. theft, vandalism, immoral conduct, or any criminal actions;
- f. selling, consuming, or being under the influence of any intoxicants, drugs, or substances which produce similar affects;
- g. destruction, unauthorized removal, or improper use of Government property or equipment;
- h. revealing classified, privacy act, or otherwise sensitive information to unauthorized personnel;
- i. failure to properly handle and protect personal and sensitive information contained in NRC files.

The PO or Alternate PO will make all determinations regarding the removal of any Contractor personnel from the contract. The Contractor shall provide a replacement within 60 calendar days (this includes the time necessary for processing the replacement employee's security clearance paperwork, which is approximately 30 calendar days). If the Contractor is unable to provide a replacement within 60 calendar days, then the NRC retains its rights in accordance with the Federal Acquisition Regulation (FAR) 52.249-8 (Default - Fixed Price Clause) to obtain the required services from another source.

12.0 PERFORMANCE STANDARDS

Performance Standard:

The Contractor shall continuously monitor and provide the required skilled staffing capacity for the basic service level required by NRC. The services performed under this contract shall be completed in accordance with:

1. the requirements stated herein for this contract;
2. the most current FSB SOP; and
3. any other technical, task-oriented guidance provided by the NRC PO.

Performance Measure:

Each Federal workday, the Contractor shall provide one onsite individual to perform the basic service level. To ensure this capacity is continuously maintained, the Contractor shall monitor the level of staffing on-site at NRC each day and the planned leave schedule of their personnel performing services under this contract.

Failure by the Contractor to comply with any of the requirements of the contract or the SOW shall constitute a "valid complaint" under this contract.

Performance Deduction:

NRC will deduct the following amounts from the monthly Invoice payment for any month in which the Contractor fails to comply with the contract performance standard stated above.

PERFORMANCE DEDUCTION SCHEDULE		
# of Incidents	Violations	% Deduction
6-10	"Valid complaints" per calendar month period	5% of the total monthly invoice
11	"Valid complaints" per calendar month period	6% of the total monthly invoice
12	"Valid complaints" per calendar month period	7% of the total monthly invoice
13	"Valid complaints" per calendar month period	8% of the total monthly invoice
14	"Valid complaints" per calendar month period	9% of the total monthly invoice
15	"Valid complaints" per calendar month period	10% of the total monthly invoice

*Note: No more than a 10 percent deduction will be taken from any monthly invoice.