

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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| 2. AMENDMENT/MODIFICATION NO. Seven (7) | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. NRR-89-027 dtd 2/10/93 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE | 7. ADMINISTERED BY (If other than Item 6) -029 | CODE | |

U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Parameter, Inc. 13380 Watertown Plank Road Elm Grove, Wisconsin 53122 | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-03-89-029 10B. DATED (SEE ITEM 13) 9/29/89 |
| Principal Investigator/Technical Contact: Richard A. Lofy Telephone No. (414) 786-7580 CODE FACILITY CODE | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the order submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) OBLIGATE: \$-0-

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

☒ 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(d).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
X Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

(SEE NEXT PAGE)

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NRC-03-89-029 PDR

See cover letter of 3/9/93

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Richard A. Lofy Pres. | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Lynn Scott, Contracting Officer |
| 15B. CONTRACTING OFFICER (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA BY Mary Lynn Scott (Signature of Contracting Officer) |
| 15C. DATE SIGNED 3/9/93 | 16C. DATE SIGNED FEB 10 1993 |

The purpose of this modification is to delete contract clause H.10, "Contract Security Requirements", and replace it with the following new clause H.10, "Contract Security Requirements for Unescorted Access To Nuclear Power Plants". Accordingly, the contract is modified as follows:

Delete clause H.10, "Contract Security Requirements" and substitute the following therefore:

"H.10 Contract Security Requirements for Unescorted Access to Nuclear Power Plants

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for unescorted access in accordance with the following procedures:

H.10.1 Temporary Approval

a. The contractor shall submit the following information to the NRC Division of Security (SEC) through the NRC Project Officer within thirty (30) calendar days following contract award, modification, or proposal of new personnel for contract tasks requiring unescorted access: a completed Personnel Security Forms Packet, including an SF-86, "Questionnaire for Sensitive Positions (For National Security);" copies of the contractor's five-year employment and education history checks, including verification of highest degree obtained; a reference from at least one additional person not provided by the individual; results of a psychological evaluation; and a certification that the contractor has found all checks acceptable. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, shall be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope.

Or,

b. The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In item H.10.1a. above, SEC will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM.

H.10.2 Final Approval

a. The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities for the life of the contract, or

b. The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program, or

c. The individual possesses a valid government issued clearance as verified by SEC. A valid government-issued clearance is defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, SEC will attempt to obtain a security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SEC will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in H.10.2.a. above may involve a National Agency Check with Inquiries and Credit (NACIC) or other investigation as deemed necessary by SEC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

The contractor shall submit to SEC through the Project Officer for each contractor individual submitted/approved for access under the provisions of H.10.1.a. and H.10.2.a. above, a signed statement from the individual that he or she understands his or her responsibility to report to the NRC, Division of Security, Personnel Security Branch, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria".

Access to unclassified power reactor Safeguards Information (SGI) not also involving unescorted access to protected and vital areas of nuclear power plants will require the submission of a completed Personnel Security Forms Packet to SEC through the Project Officer and may require a National Agency Check (NAC) or other investigation deemed necessary by the NRC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in 10 CFR Part 10, which is incorporated into this contract by reference as though fully set forth herein. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NPC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by SEC of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

H.10.3 Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

H.10.4 Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training."

All other terms and conditions of the contract remain the same.