

AMENDMENT OF SOLICITATION/MO

CATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

7

2. AMENDMENT/MODIFICATION NO.

MO01

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

ADM-12-150

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

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

7. ADMINISTERED BY (If other than Item 6)

CODE 3100

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SCHREIBER TRANSLATIONS, INC.
ALST SCHREIBER TRANSLATIONS

51 MONROE ST STE 101
ROCKVILLE MD 208502420

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-HQ-11-C-10-010410B. DATED (SEE ITEM 13)
09/30/2011

CODE 131879017

FACILITY CODE

X

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) FAIMIS:120921 B&R 2012-40-51-L-208 JC: D2409 BOC:252A APEN: X0200

OBLIGATE: \$30,000.00

DUNS: 131879017 NAICS:541930 PSC: R608

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

(X) 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 date, etc.)
SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

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

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 to (1) add incremental funding in the amount of \$30,000.00; (2) add Kathleen Raynor as alternate Project Officer; (3) add security clauses, (4) add attachment D.5 NRC Form 187.

The total amount obligated to this contract is increased by \$30,000.00, from \$59,000.00 to \$89,000.00 (CHANGED)
The current ceiling is \$151,198.76 (UNCHANGED)

The period of performance for the contract is from September 30, 2011 through September 29, 2012 (UNCHANGED)

NRC Project Officer: Helen Chang, email: helen.chang@nrc.gov, phone: 301-492-3672
Contractor POC: Mat Shattuck, email: mshattuck@schreibemet.com phone: 301-424-7737

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Mit Shattuck / Chief Operating Officer

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Donna Berkowitz
Contracting Officer

15B. CONTRACTOR OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

2/8/2012

16B. UNITED STATES OF AMERICA

BY  (Signature of Contracting Officer)

16C. DATE SIGNED

2/8/12

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

FEB 14 2012 C

ADM002

- 1). Article **B.2 Consideration and Obligation – Delivery Orders**, paragraph (b) is revised as follows:

(b) The Contracting Officer may issue work 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 handwritten 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 at the Contractor's sole risk.

- 2). Article **C.4 Project Officer Authority Alternate 1**, paragraphs a and b are revised as follows:

C.4 2052.215-72 PROJECT OFFICER AUTHORITY – ALTERNATE 1

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

Name: Helen Chang

Address: U.S. Nuclear Regulatory Commission
Office of Administration
Division of Administrative Services
Rules, Announcements, and Directives Branch, MS TWB-05-B01
Washington, DC 20555

Telephone: 301 492-3672

- (b) The alternate Project Officers for this contract are:

Name:	Telephone:
Sue Bogle	301 492-3576
Carrie McCann	301 492-3682
Kathleen Raynor	301 415-3239

- 3). Section C is revised to add Articles C.19 and C.20:

Article **C.19 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the

level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information

technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

Article C.20 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

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

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

4). Section D is revised to add the following attachment:

Article D.5 NRC FORM 187 CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

**Schreiber Translations, Inc.
ALST Schreiber Translations
51 Monroe Street, Ste. 101
Rockville, MD 20850-2420**

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

NRC-HQ-11-C-10-0104

**B. PROJECTED
START DATE**

09/30/2011

**C. PROJECTED
COMPLETION DATE**

09/29/2012

2. TYPE OF SUBMISSION



A. ORIGINAL



**B. REVISED (Supersedes all
previous submissions)**



C. OTHER (Specify)

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

NRC 10-04-402

DATE

06/30/2009

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Translation Services (JCN D2409, APP# 2672, APP# 4421, APP# 11-2346)

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



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



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

**NOT
APPLICABLE**

NATIONAL SECURITY

SECRET

CONFIDENTIAL

RESTRICTED DATA

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



**2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)**



3. GENERATION OF CLASSIFIED MATTER.



**4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.**



**5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.**



**6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.**



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

**C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER
PLANTS.**

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

**D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS
INFORMATION.**

**H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC
FACILITIES.**

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

I. ☐ REQUIRED TO CARRY FIREARMS.

**F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS
BUILDING.**

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

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

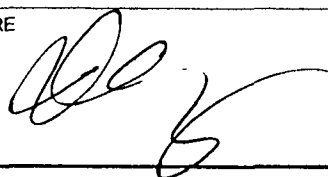
**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,
G, H, I, OR J IS CHECKED.**

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

NAME AND TITLE

Helen Chang
Contracting Officer Representative

SIGNATURE



DATE

10/31/11

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

☐

AUTHORIZED CLASSIFIER (Name and Title)

☒

DIVISION OF FACILITIES AND SECURITY

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

☐

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒

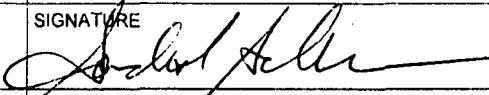
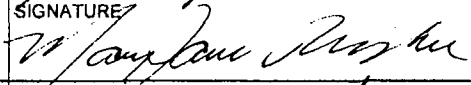

CONTRACTOR (Item 1)

☐

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Sandra Schoenmann, Division Director, ADM/DAS		10/31/11
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Mary Jane Ross-Lee, Division Director, ADM/DFS		11/1/11
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Virginia Huth, Division Director, ADM/DC		11/7/11

REMARKS