

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

1. CONTRACT NO. NRC-07-05-166		3. AWARD/EFFECTIVE DATE 10-01-2005		4. ORDER NO.		1. REQUISITION NO. NSR-05-166		BPA NO.	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mona C. Selden		b. TELEPHONE NO. (No Collect Calls) 301-415-7907		5. SOLICITATION NO. RS-NSR-05-166		6. SOLICITATION ISSUE DATE 07/14/2005	
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7-I-2 Contract Management Branch 2 Washington, DC 20555				CODE 3100		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"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541513 SIZE STANDARD: \$21 million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Nuclear Regulatory Commission Ofc. of Nuc. Security & Incident Response Mail Stop T-4L7 Attn: Karen Jackson Washington DC 20555				CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7-I-2 Washington, DC 20555			
17a. CONTRACTOR/OFFEROR DIGITAL MANAGEMENT INC 6701 DEMOCRACY BLVD., SUITE 506 BETHESDA MD 208171563 TELEPHONE NO. 240-223-4811		CODE 113512359		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-07-05-166) Washington DC 20555			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	See Price Schedule on Continuation Pages. Project Title: Maintenance of NRC's Operations Center Information Management System Type of Contract: Fixed Price/Requirements Period of Performance: 10/1/2005 through 12/31/2005 Contract includes four 12-month option periods and one 9-month option period. (Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 511-15-122-182 Job Code: R1113 BOC: 2572 31X0200.511 FPS#: NSR-05-166 OBLIGATE: \$200,000.00							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$218,120.00		
<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. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ <input checked="" type="checkbox"/> 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: _____				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Raj Malik</i>					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Stephen M. Pool</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) RAJ MALIK, VICE PRESIDENT			30c. DATE SIGNED 9/29/05		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool		31c. DATE SIGNED 9/29/05		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

Table of Contents

SECTION B - CONTINUATION BLOCK	B-1
B.1 PRICE SCHEDULE	B-1
B.1.1 BASE PERIOD OF PERFORMANCE (THREE MONTHS)	B-1
B.1.2 OPTION PERIOD ONE (YEAR ONE)	B-2
B.1.3 OPTION PERIOD TWO (YEAR TWO)	B-3
B.1.4 OPTION PERIOD THREE (YEAR THREE)	B-4
B.1.5 OPTION YEAR PERIOD FOUR (YEAR FOUR)	B-5
B.1.6 OPTION PERIOD FIVE (NINE MONTHS)	B-6
B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)	B-7
B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)	B-7
B.4 DURATION OF CONTRACT PERIOD (MAR 1987)	
ALTERNATE 2 (MAR 1987)	B-7
B.5 STATEMENT OF WORK	B-7
SECTION C - CONTRACT CLAUSES	C-1
C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	C-1
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	C-1
C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)	C-1
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)	C-5
C.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)	C-9
C.6 52.219-17 SECTION 8(A) AWARD (DEC 1996)	C-9
C.7 DELIVERY ORDER PROCEDURES FOR MAJOR EQUIPMENT REPLACEMENT	C-10
C.8 52.216-18 ORDERING (OCT 1995)	C-10
C.9 MAINTENANCE AFTER PPM	C-11
C.10 CALLS FOR SOFTWARE MODS AND INCIDENT RESPONSE MOBILIZATION	C-11
C.11 ACCELERATED DELIVERY ORDER PROCEDURES (JAN 1993)	C-11
C.12 52.216-21 REQUIREMENTS (OCT 1995)	C-12
C.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	C-12
C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	C-13
C.15 2052.204.70 SECURITY (MAR 2004)	C-13
C.16 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)	C-15
C.17 2052.215-70 KEY PERSONNEL (JAN 1993)	C-15
C.18 PROJECT OFFICER AUTHORITY (ALT 1) (FEB 2004)	C-16
C.19 RIGHTS IN DATA - SPECIAL WORKS (FAR 52.227-17) (JUN 1987)	C-17
C.20 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)	C-18
C.21 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (FEB 2004)	C-20
C.22 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)	C-21
C.23 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR	C-21
C.24 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)	C-22
C.25 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)	C-23

C.26	SPARE PARTS	C-24
C.27	ADDITION OF NEW EQUIPMENT AND FEATURES.....	C-24
C.28	DISCONTINUATION OF EQUIPMENT MAINTENANCE.....	C-24
C.29	MANUALS AND PUBLICATIONS.....	C-25
C.30	MOVEMENT OF EQUIPMENT.....	C-25
C.31	ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT	C-25
C.32	RELEASE OF NEWS INFORMATION.....	C-25
C.33	ROYALTY FREE LICENSE	C-25
C.34	COMPUTER PROGRAMMERS AND SYSTEM ANALYSTS	C-25
C.35	DOCUMENTATION.....	C-26
C.36	COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS	C-26
C.37	SAFETY OF ON-SITE CONTRACTOR PERSONNEL.....	C-26

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTSD-1

D.1	LIST OF CONTRACT ATTACHMENTS.....	D-1
-----	-----------------------------------	-----

SECTION B - CONTINUATION BLOCK

B.1 PRICE SCHEDULE

B.1.1 BASE PERIOD OF PERFORMANCE (THREE MONTHS)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$122,127
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$1,432
b.	Estimated labor for display system maintenance after PPM		HR		\$3,820
c.	Estimated labor for UPS maintenance after PPM		HR		\$477
d.	Estimated labor for Data system maintenance after PPM		HR		\$4,297
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$15,613
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$15,853
0003	Dollar ceiling for software upgrades ordered via delivery order				\$1,500
0004	Dollar ceiling for major replacement equipment delivery orders				\$53,000
Total Base Period					\$218,120

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM, (2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 0002 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM

maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 0003 and 0004 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.1.2 OPTION PERIOD ONE (YEAR ONE)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$497,362
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$2,372
b.	Estimated labor for display system maintenance after PPM		HR		\$19,768
c.	Estimated labor for UPS maintenance after PPM		HR		\$1,581
d.	Estimated labor for Data system maintenance after PPM		HR		\$10,278
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$43,092
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$39,536
0003	Dollar ceiling for software upgrades ordered via delivery order				\$4,500
0004	Dollar ceiling for major replacement equipment delivery orders				\$19,500
Total Option Period One					\$637,991

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM, (2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 2 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM

maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 3 and 4 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.1.3 OPTION PERIOD TWO (YEAR TWO)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$525,387
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$2,455
b.	Estimated labor for display system maintenance after PPM		HR		\$20,460
c.	Estimated labor for UPS maintenance after PPM		HR		\$1,637
d.	Estimated labor for Data system maintenance after PPM		HR		\$10,639
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$44,600
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$40,920
0003	Dollar ceiling for software upgrades ordered via delivery order				\$4,500
0004	Dollar ceiling for major replacement equipment delivery orders				\$264,000
Total Amount Option Period 2					\$914,598

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM, (2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 2 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM

maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 3 and 4 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.1.4 OPTION PERIOD THREE (YEAR THREE)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$545,108
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$2,541
b.	Estimated labor for display system maintenance after PPM		HR		\$21,176
c.	Estimated labor for UPS maintenance after PPM		HR		\$1,694
d.	Estimated labor for Data system maintenance after PPM		HR		\$11,012
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$46,161
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$42,352
0003	Dollar ceiling for software upgrades ordered via delivery order				\$3,000
0004	Dollar ceiling for major replacement equipment delivery orders				\$13,000
Total Amount Option Period Three					\$686,044

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM, (2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 2 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM

maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 3 and 4 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.1.5 OPTION YEAR PERIOD FOUR (YEAR FOUR)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$565,591
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$2,630
b.	Estimated labor for display system maintenance after PPM		HR		\$21,917
c.	Estimated labor for UPS maintenance after PPM		HR		\$1,753
d.	Estimated labor for Data system maintenance after PPM		HR		\$11,397
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$47,776
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$43,835
0003	Dollar ceiling for software upgrades ordered via delivery order				\$4,000
0004	Dollar ceiling for major replacement equipment delivery orders				\$21,000
Total Amount Option Period Four					\$719,000

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM, (2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 2 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM

maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 3 and 4 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.1.6 OPTION PERIOD FIVE (NINE MONTHS)

CLIN	DESCRIPTION	QUANTITY	UNIT	U/P	AMOUNT
0001	Basic PPM on-site system maintenance & support		MO		\$431,543
0002	On call support	ESTIMATED QTY			
a.	Estimated labor for Voice/ET briefing system maintenance after PPM		HR		\$1,753
b.	Estimated labor for display system maintenance after PPM		HR		\$12,054
c.	Estimated labor for UPS maintenance after PPM		HR		\$877
d.	Estimated labor for Data system maintenance after PPM		HR		\$7,890
e.	Estimated labor for HOO & RCS software modifications (PPM&other than PPM)		HR		\$27,770
f.	Estimated labor for Incident Response Mobilization (PPM&other than PPM)		HR		\$25,534
0003	Dollar ceiling for software upgrades ordered via delivery order				\$3,000
0004	Dollar ceiling for major replacement equipment delivery orders				\$11,000
Total Amount Option Period Five					\$521,422
Total Amount Base and Option Periods					\$3,698,073

Explanatory notes:

CLIN 0001 is a firm fixed price line item and includes (1) labor for all hardware maintenance during PPM,(2) all parts and materials for hardware maintenance other than major equipment, and (3) all software maintenance during PPM. CLIN 0001 also includes all costs for once a year update of Operations Center documents set forth in Section 3d of SOW and all reporting requirements.

CLIN 2 is priced at fixed unit prices for estimated quantities. CLINs 0002a thru d include all labor for hardware and software maintenance after PPM whether on site or via telephone. CLIN 2a includes after PPM maintenance for telephone, teleconference bridge, and digital recorder. CLIN 2b includes after PPM maintenance for satellite, direct TV and video display systems.

CLIN 3 and 4 are RFP stipulated dollar ordering ceilings. Negotiated fixed price task orders will be issued against these CLINs per Section C.11 and C.12.

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

This clause applies to CLIN 0001 and corresponding option year CLIN 0001s, if exercised.

The firm fixed price of this contract for CLIN 001 is \$122,127.00. As stated under Section B.3(a) of this contract, the amount presently obligated is \$200,000.00, of this amount \$122,127.00 is obligated for CLIN 001.

B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

This clause applies to CLINs 2, 3 and 4 and corresponding option years CLINs for CLINs 2, 3, and 4, if exercised.

(a) The total estimated amount of this contract for CLINs 2, 3, and 4 is \$95,993.00 for the products/services ordered, delivered, and accepted under this contract. 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 \$200,000.00, of this amount \$122,127.00 is for CLIN 001, and \$77,873.00 is for CLINs 2, 3, and 4. 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.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on October 1, 2005 and will expire on December 31, 2005. The term of this contract may be extended at the option of the Government for an additional 4one-year&one 9month.

B.5 STATEMENT OF WORK

The Statement of Work (SOW) is incorporated/attached at Section D of the RFP/contract.

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I (APR 1984)	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

**C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(OCT 2003)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus

reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart

42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(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: [Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), 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 (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

- ☒ (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 (JUL 2005) (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.
- ☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 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.
- ☐ (iii) Alternate II (OCT 1998) of 52.219-23.
- ☐ (11) 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).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(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)).

☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (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).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 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)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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: [Contracting Officer check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

[X] (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.).

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (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 (vi) 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 \$500,000 (\$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 (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (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 (JUL 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 (April 2003) (46 U.S.C. Appx 1241 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.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

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

(f) 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.

C.6 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.7 DELIVERY ORDER PROCEDURES FOR MAJOR EQUIPMENT REPLACEMENT

(a) When a major piece of equipment as defined by the Statement of Work is not repairable, the contractor shall transmit to the government a delivery order proposal which shall include the following, as appropriate:

(1) Equipment in question;

(2) Condition of equipment;

(3) Reason for unrepairability

(4) Full description of recommended replacement equipment

(5) Quotation from at least three vendors for recommended replacement equipment or price reasonableness justification if competition is not possible. Quotations may include the labor costs for installation of replacement equipment and removal of old equipment.

(b) Delivery order issuance. The contracting officer will evaluate the proposal, negotiate any price if necessary and issue a delivery order for the replacement part of a OF 347.

C.8 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.9 MAINTENANCE AFTER PPM

The NRC Project Officer (PO)(and other designated ordering officers i.e. NRC Headquarters Operations Officer and NRC Headquarters Emergency Response Officer) may place call orders for support or maintenance services after the Principal Period of Maintenance. The Government shall pay the contractor at the fixed hour rates set forth in the contract for the type of labor requested. Materials (including parts) costs used on these calls is a part of the basic monthly maintenance price and shall not be billed or paid separately. The contractor shall not be paid more than 6 hours for any after PPM call unless an extension is granted by the NRC PO. Time spent by maintenance personnel after arrival at site awaiting arrival of additional maintenance personnel or delivery of parts shall not be chargeable to the contract. The contractor shall not charge the Government for remedial maintenance after PPM required on any hardware when scheduled preventive maintenance for that piece of hardware preceding the malfunction had not been performed unless preventive maintenance was omitted at the government's request or the contractor was denied access to the equipment. The contractor shall not charge the government for remedial maintenance after PPM required within a 48 hour period due to a recurrence of the same malfunction.

C.10 CALLS FOR SOFTWARE MODS AND INCIDENT RESPONSE MOBILIZATION

The NRC Project Officer may place call orders for software modifications to be performed during the Principal Period of Maintenance. The NRC Project Officer may place call orders for incident response mobilization support to be performed during the hours (generally around the clock) and for the period of time specified in the order. The Government shall pay the contractor at the fixed hour rates set forth in the contract for the type of labor requested.

C.11 ACCELERATED DELIVERY ORDER PROCEDURES (JAN 1993)

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

(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 delivery order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized delivery 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 15.4 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 delivery order, subject only to the monetary limitation established by the contracting officer (or PO after PPM) and the terms and conditions of the basic contract.

C.12 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 four months after the expiration date of the contract.

**C.13 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

This clause applies to CLINS 2, 3 and 4 and corresponding option year CLINs, if exercised.

Funds are not presently available for performance under this contract beyond the dollar limit set forth in Section B.3(b). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the dollar limit set forth at Section B.3(b), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.15 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.16 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)

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. 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.17 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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.18 PROJECT OFFICER AUTHORITY (ALT 1) (FEB 2004)

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

Name: Karen B. Jackson (kbj1@nrc.gov)
Address: U.S. Nuclear Regulatory Commission
Ofc.of Nuc. Sec.& Incident Response
Mail Stop T-4L7
Washington, D. C. 20555
Telephone Number: (301) 415-6398

(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.

*To be incorporated into any resultant contract

**C.19 RIGHTS IN DATA - SPECIAL WORKS (FAR 52.227-17)
(JUN 1987)****(a) Definitions.**

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights. (1) The Government shall have -

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without the prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

C.20 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 work day 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."

C.21 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 card/key badges.

C.22 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.

C.23 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

(a) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) may be present where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that the compromise or unauthorized disclosure of classified information may occur.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in SF Form 328, "Certificate Pertaining to Foreign Interest". Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information. Additionally, the contractor shall require such subcontractors to submit completed information required on the DD Form 441 form prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(g) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(h) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

C.24 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.

C.25 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract._

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which it prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

C.26 SPARE PARTS

The contractor shall maintain an inventory of readily available spare and repair parts and such tools and instruments as necessary to maintain the OCIMS system for the life of the contract. Only new standard parts or parts equivalent to new in performance and that meet OEM specifications when used in the equipment shall be used to effect repairs. If a part is not new, it shall be identified as used or reconditioned and warranted as new.

C.27 ADDITION OF NEW EQUIPMENT AND FEATURES

a. New Equipment

During the term of this contract, the Government, may at its option, add equipment to this contract. Maintenance charges for the added equipment are:

(a) for the same type and model number, the charges specified in the contract; or (b) for items not specified in the contract, a mutually agreed upon charge no greater than the OEM's GSA schedule charge or commercial charge if no schedule is available.

b. Features:

During the term of this contract, The Government may add new features to its installed equipment base. When features are added to a device, the contract must accept maintenance responsibility for these features under the terms, conditions, and prices stated in the contract. If a similar feature is not in the contract, the maintenance charge will be mutually agreed upon. If a cost cannot be negotiated, the contractor shall accept the OEM's GSA contract maintenance price for the feature. Maintenance charges shall not exceed the OEM's GSA schedule maintenance price or commercial charge if no schedule is available.

C.28 DISCONTINUATION OF EQUIPMENT MAINTENANCE

The Government may discontinue any maintenance coverage on any item covered under the terms of this contract by giving the Contractor 30 days written notice prior to the date of discontinuation.

If maintenance service is discontinued under this clause, the Contractor shall be entitled only to payment for maintenance services rendered prior to the effective date of discontinuation. There shall be no additional discontinuation costs due the Contractor for discontinuations effected under this clause.

C.29 MANUALS AND PUBLICATIONS

The Contractor shall furnish current versions of user manuals and publications for Contractor equipment provided under this contract.

C.30 MOVEMENT OF EQUIPMENT

In the event the equipment being maintained under this contract is moved to another location within the same geographical service area, as designated by the Contractor, the terms and conditions of this contract shall continue to apply. If the equipment must be moved outside the Contractor's designated service area, then continued applicability of this contract to the equipment that was moved shall be subject to mutual agreement.

The Government shall normally give at least sixty (60) days written notice to Contractor of its intention to move equipment, except in emergencies.

C.31 ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Title to all sources data and materials furnished by the government, together with all plans, system analysis and design specifications and drawings, completed programs except priority programs and documentation thereof, reports and listings, and all other items pertaining to the work and services to be performed under orders pursuant to this contract, including any copyright shall become and remain with the government upon completion. The government shall have the full right to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to make copies of the above mentioned items. All proprietary programs shall be indicated as such in individual proposals.

C.32 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

C.33 ROYALTY FREE LICENSE

In consideration of the sum to be paid to the contractor under this contract, the contractor hereby agrees and does grant, convey, and reserves to the United States of America a nonexclusive, irrevocable, world wide, royalty free license in all written material, published, printed, presented or used in connection with the contract, in which the contractor presently holds a copyright or in the future shall obtain a copyright therein or in which he has the right to issue royalty-free licenses thereto.

C.34 COMPUTER PROGRAMMERS AND SYSTEM ANALYSTS

a. The Department of Labor has determined that computer programmers and system analysts are not in the learned professions for purposes of an exemption from the Service Contract Labor Standards Act, 41 U.S.C. Sections 351-358, as amended. This determination is published at 29 C.F.R Section 541.302(h).

b. Therefore, the Service Contract Act must be included in this contract unless the contractor can provide signed certifications and supporting evidence acceptable to the Contracting Officer that ALL computer programmers and systems analysts (including trainees) whose services will be acquired under this contract are either:

(1) Engaged in managerial and administrative duties which qualify them for exemption under 29 C.F.R 541.1 or 541.2, or

(2) High salaried professional employees as defined in 29 C.F.R. 541.315.

(a) Compensated on a salary or fee basis at a rate of at least \$250 per week exclusive of board, lodging, or other facilities, and

(b) Whose primary duty consists of the performance of work requiring knowledge of an advance type in a field of science or learning which includes work requiring the constant exercise of discretion and judgement.

C.35 DOCUMENTATION

Upon installation of agency ordered equipment, the contractor shall provide to that agency one copy of all operator manuals, technical manuals, and all updates on the equipment.

C.36 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.

(End of Clause)

C.37 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**D.1 LIST OF CONTRACT ATTACHMENTS**

1. CONTRACT STATEMENT OF WORK
2. NRC FORM 187 SECURITY REQUIREMENTS
3. DEPT OF LABOR WAGE DETERMINATION
4. LIST OF CURRENT SUBCONTRACTORS
5. BILLING INSTRUCTIONS

ATTACHMENT 1

Description/Specifications/Work Statement

1. Background

The U.S. Nuclear Regulatory Commission's (NRC) responsibilities during an emergency response to an accident are to monitor, assess, and, if necessary, direct the utility to take actions to protect the health and safety of the public and to promote the common defense and security. In order to carry out these responsibilities, the NRC maintains an Operations Center (OC) located on the 4th floor of the Two White Flint North building of the NRC complex. Headquarters Operations Officers (HOOs) staff the OC continuously to receive and document telephone notifications from licensees and others. Written reports of these notifications are distributed outside the OC for review and follow up action.

A small number of these notifications trigger activation of the NRC Incident Response Plan, under which response teams use the facilities in the OC, in the regional offices, and at the plant sites to fulfill the NRC mission of ensuring that the public is adequately protected.

2. Scope of Work

The contractor shall provide all labor, supervision (project management support), tools, materials (including manuals and schematics), parts, equipment and transportation necessary to maintain the following:

- a. Operations Center Information Management System (OCIMS) Local Area Network (LAN) Administration;
- b. Hardware maintenance of the OCIMS; and
- c. Software maintenance of the OCIMS.

2.1 Operation of the Operations Center Information Management System (OCIMS)

OCIMS supports NRC's vital role in providing leadership focus for national and international information distribution and decision support. OCIMS is the name given to several information systems utilized in the support of the NRC Operations Center. These systems are as follows:

2.2 General Support Systems:

- a. HQ Operations Center (see Attachment 1, OCIMS Equipment, for specifics on type, age, condition and warranty status of the equipment and Attachment 2, OCIMS Software, for specifics on OCIMS software):
 - (1) Operations Center Network Infrastructure (wiring, hubs, routers)
 - (2) Workstations/Laptops
Workstations support the Response Computer System (RCS) and the Headquarters Operations Officer System(HOOS).
 - (3) Servers

NRC Operations Center Information Management Center Maintenance Contract

Servers (main and backup) support the RCS and servers (main and two backups) support the HOOS. One server provides communications support.

(4) Display System

The display subsystem consists of an A/V matrix, a controller, monitors (from 24" to 67" size monitors) and 24 rack mounted PC's that interface with the RCS system to display computer graphics and briefing slides (captured screen images) produced by the RCS.

(5) Private Branch Exchange (PBX) & associated telephones

The PBX provides all of the communication traffic into and out of the OC.

(6) Executive Team Briefing / Teleconferencing System

The Executive Team Briefing / Teleconferencing System provides the ET with the ability to communicate, using the teleconferencing bridge system, with NRC regional management, the State Governor's office, the White House and other high ranking government officials. The system controllers provide the ET staff members with the ability to connect or disconnect the ET bridge, control or mute call volume, enable audio in the ET room so that HQ staff can hear the communication. The ET Briefing System is recorded.

(7) Communication Hardware (teleconference bridge system, multichannel digital recorders and playback machines, tape recorders, modems, headsets, speaker phones)

(8) Peripheral Equipment (printers [both B&W and color], portable printers, scanners, multi-function printers, fax machines)

(9) Uninterruptible Power Supplies (UPS), satellite dish system, DirecTV system

(10) HOOS backup server

2.3 Three Listed Systems (HOOS, ERDS and PWS)

- a. HOOS database system is an application used by the HOOs to manage information pertaining to the daily operational status of nuclear facilities and nuclear events. This system consists of the HOO database application (HOO DB), a software application that assists the HOOs in recording information about nuclear events, the ongoing status of nuclear facilities and other ancillary functions. The HOO application has modules for Event Entry, Plant Status, HOO log, Security Information Database (SID) which interfaces to the Protected Web Server (PWS), the Radioactive Materials Quantities of Concern (RAM QC) database, licensee phone lists and NRC phone (personnel information and call list maintenance).
- b. Emergency Response Data System (ERDS) - integrated with the display system - not supported under this SOW. ERDS is a real-time data system that allows safety-related information to be downloaded from nuclear power plant computers to the OC.

NRC Operations Center Information Management Center Maintenance Contract

- c. Protected Web Server (PWS) - interfaces with HOOS - not supported under this SOW. The PWS is a secure website that shares sensitive unclassified information with a select group of authorized users.

2.4 Two "Other" Systems (RCS and ANS)

- a. RCS is an application that provides a framework to support and facilitate the creation of documents and briefing materials used during incident response. This application provides for archiving event related material. This system interfaces with the display system.
- b. Automatic Notification System (ANS) is a stand-alone system that provides response team callout capabilities.

3. General Requirements

- a. The contractor shall be responsible for the operation of the systems noted in Section 2 excluding those items noted as being not supported by this SOW. The contractor shall provide LAN administration, hardware and software maintenance services on-site during the principal period of maintenance (PPM). The PPM is defined as 0730 to 1800 Eastern Standard Time, Monday through Friday excluding government holidays. The contractor on-site staff will be located in the Two White Flint North (TWFN) Building, 11545 Rockville Pike, Rockville, MD 20852-2378. At times outside the PPM, the contractor shall provide these services on an on-call basis. Contractor maintenance personnel are critical and considered to be first responders to any system problems. The contractor shall provide on-site maintenance and operations staff who will be available 24 hours/day, 7 days/week to respond to system problems that arise during operations.
- b. The contractor shall respond to the Operations Center (OC) whenever NRC activates its incident response function to keep all of the OCIMS systems operating as well as providing hardware/software troubleshooting when failures arise. The contractor shall have the capability to provide, at a minimum, one staff person on-site, 24 hours per day for up to 30 days after notification by the NRC Project Officer or the Incident Response Directorate Manager during activations of the incident response function. The contractor shall respond within the time frame outlined in Section 6.2, Performance Standards for non-PPM on-call response times.
- c. The contractor shall perform RCS event archives and event clean up after each use (per procedures and guidelines located in the RCS Systems Administrators Guide).
- d. The contractor shall administer the OCIMS local area network (LAN). This would include but is not limited to, server connectivity, user administration, network

NRC Operations Center Information Management Center Maintenance Contract

security, etc.

- e. The contractor shall maintain and update/revise the following documents (in hard copy and electronic formats):

- (a) RCS Users Manual
- (b) RCS System Administrators Guide
- (c) RCS Interface Guide
- (d) RCS Programmers Maintenance Manual
- (e) RCS Configuration Management Build Instructions
- (f) HOO Administrators Guide
- (g) HOO Programmers Guide
- (h) HOO Users Guide
- (i) Display Subsystem Users Guide
- (j) Display Subsystem Programmer's Guide (manuals)
- (k) Onsite Maintenance Log
- (l) Federal Information Security Management Act documentation (System Security Plan, Business Continuity Plan, Risk Assessment Report)

These documents shall be reviewed and updated yearly. The contractor shall follow the guidance provided in NRC Management Directive 2.1 as it concerns the documentation of all information technology. Reproduction of the new volumes will be provided by the Government.

- f. The contractor shall make routine and ad hoc preventive and corrective changes to the OCIMS databases as requested or approved by the NRC PO. In general, the changes shall either be to the scripts, the database structures and/or data definitions, or shall be for the purpose of correcting data in the databases. The routine changes shall be performed weekly. Additionally, the contractor should anticipate routine and corrective maintenance activities such as performing diagnostics on data in the database, running maintenance and backup jobs, etc.
- g. The contractor shall coordinate with NRC staff and other contractors to resolve issues that may arise related to government provided resources that support OCIMS.

4. Hardware Maintenance

4.1 On-site Technical Support and Maintenance

- 4.1.1 The contractor shall perform day-to-day operations (troubleshooting) and maintenance of OCIMS. The contractor shall provide preventive maintenance (PM) of the various OCIMS equipment and shall keep the equipment in operating condition, consistent with the Original Equipment Manufacturer (OEM) requirements and best practices.
- 4.1.2 The contractor shall provide PM for the equipment listed in Attachment 1, OCIMS

NRC Operations Center Information Management Center Maintenance Contract

Equipment.

- 4.1.3 Hardware maintenance shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments or other devices. It shall not include repair of damage resulting from an accident, transportation between Government sites, neglect, misuse, failure of electrical power, air-conditioning, humidity control, or cause other than ordinary use. Electrical work external to OCIMS equipment is accomplished by the NRC through the NRC Maintenance and Operations contractor or other separate contract action, as appropriate.
- 4.1.4 The contractor shall specify in writing once a year, the frequency and duration of the PM required for the equipment listed in Attachment 1, OCIMS Equipment. PM shall be scheduled to be performed so as not to interfere with the Government's operations. The frequency, duration, and quality of PM shall be equal to that provided by the OEM for similar equipment under their standard commercial maintenance contracts.
- 4.1.5 The contractor shall check with the NRC PO prior to scheduling any PM to determine the best day and time to schedule the PM based on NRC's schedule of activities in the HOC. NRC PO shall approve the PM.
- 4.1.6 During the period of this contract, it is envisioned that some of the equipment will need to be refreshed due to the current age and operating system of that equipment as directed by the Contracting Officer. The contractor shall replace OCIMS workstations and monitors with updated equipment during option year 2, if exercised.
- 4.1.7 During the base year of the contract, the three (3) HOO servers will be refreshed due to the current age and operating system of that equipment as directed by the Contracting Officer.
- 4.2 On call Maintenance
 - 4.2.1 Outside the PPM, the NRC Project Officer may order maintenance services from the contractor by placing a call to the contractor's designated point of contact (POC). The contractor shall provide the Government with designated POC who will be accessible via an government provided pager. The contractor shall respond to the call order within the timeframes specified in SOW section 6.
 - 4.2.2 The contractor shall document all service and maintenance in the on-site maintenance log. The log shall state a description of work performed, including the date, and the part number replaced, signed by the repairing contractor employee, and be maintained in a binder.
 - 4.2.3 The contractor shall be required to update Attachment 1 of this contract, within 30 days, when additions and/or deletions are made to the NRC OCIMS Hardware List. Upon revision of the Hardware List, a copy shall be provided to the NRC Project Officer for a subsequent contract modification which will incorporate the revised list.

NRC Operations Center Information Management Center Maintenance Contract

- 4.2.4 When notified by the government that a piece of Government Furnished Property (GFP) that is maintained by the government is inoperative, the contractor shall call and request the repair of the GFP to the NRC Customer Support Center (301-415-1234 or e-mail CSC).

4.3 Major Equipment Replacement

Major equipment (i.e. which a unit acquisition value in excess of \$2500) that is either not repairable or it is not economical to repair shall be replaced upon the approval of the NRC Contracting Officer via a negotiated fixed price delivery order.

5. Software Maintenance

- 5.1 The contractor shall provide software maintenance to include upgrades of non-agency standard software (COTS software). These software upgrades will be implemented upon approval by the NRC PO. Attachment 2 provides a list of OCIMS software. OCIMS software that is needed to fulfill an incident response function that is currently not being used will be ordered on a separately priced delivery order placed hereunder by the NRC Contracting Officer.
- 5.2 The contractor shall be required to update Attachment 2 of this contract, within 30 days, when additions and/or deletions are made to the NRC OCIMS Software List. Upon revision of the Software List, a copy shall be provided to the NRC Project Officer for a subsequent contract modification which will incorporate the revised list.
- 5.3 The contractor shall maintain the database management software (currently Sybase) for both RCS and HOO. This would include, but is not limited to, backup, restoration, table maintenance, etc.
- 5.4 The contractor shall maintain the specialized RCS and HOOS software. This would include, but is not limited to, changes needed due to change in NRC reporting rules and regulations, minor fixes to assist in user operability, etc. The RCS and HOOS applications shall be reviewed once a month along with user comments or concerns to determine if changes are needed to support the incident response function. These changes will be implemented upon the approval of the NRC PO.
- 5.5 The contractor shall provide software support during the PPM and telephone support at other times. In emergency response situations outside the PPM where a software failure would need to be immediately remedied by on-site support, the NRC PO will place an order for services in accordance with Section G of this contract. The contractor shall respond with services in accordance the times established in SOW Section 6. At the time of the call and while enroute to the NRC, the contractor shall provide diagnostic and trouble shooting assistance via telephone to the on-site government staff so as to facilitate repairs upon arrival.

6. System Performance Based Standard and Performance Deductions

NRC Operations Center Information Management Center Maintenance Contract

The contractor shall perform work under this agreement in such a manner to assure OCIMS availability at 99.99% yearly throughout the life of the contract. OCIMS availability will be evaluated by NRC every month using the monthly technical progress reports provided by the contractor.

OCIMS availability shall be defined as:

$$\frac{\text{System operable time}}{\text{System operable time} + \text{system inoperable time}}$$

This calculation shall be provided by the contractor in the monthly technical progress reports. The PO will verify the results against the system logs, independent inspection, periodic checks of the weekly reports and complaints from NRC response staff.

OCIMS shall be considered operable any time the OCIMS hardware and software performs the following core functions:

- a. RCS can create, store and record event records.
- b. HOO database and associated systems can create event reports, provide daily event reports and plant status distribution and provide security event reports to the Protected Web Server (PWS).
- c. Display system provides display capability throughout the Ops Center.
- d. Voice subsystem provides needed communications.
- e. Event related information can be archived.

OCIMS shall not be considered inoperable when the cause for the system failure is outside the scope of this contract (e.g., extended power failure, PWS downtimes, agency network down times, etc.). Scheduled maintenance down times will not be counted against the system operable time.

6.1 Failure to achieve system availability of 99.99% will be subject to the following deductions:

99.98%-99.96%	1% deduction of monthly unit price
99.95%-99.92%	3% deduction of monthly unit price
99.91%-99.9%	5% deduction of monthly unit price
99.8% or below	10% deduction of monthly unit price

6.2 Performance standards for non-PPM on-call response times are as follows:

	Response Time	Deduction	Arrive On-Site	Deduction
Non-PPM PBX Failures	1 hour	\$200	2 hours	\$300
Non-PPM All Other Failures	1 hour	\$100	4 hours	\$200

NRC Operations Center Information Management Center Maintenance Contract

NRC Activation of Incident Response Function*	1 hour	\$200	2 hours	\$300
---	--------	-------	---------	-------

*Note: Contractor maintenance personnel are critical and considered to be first responders to system problems 24 hours, 7 days a week. After a call for support, the contractor shall provide continuous on-site support while the Operations Center is activated.

7. Reporting Requirements

The contractor shall provide a weekly status report and a monthly technical report:

7.1 Weekly Report, minimum requirement, due to NRC PC by COB of the next week:

- a. daily contractor activities.
- b. remedial maintenance performed during the week to include the following information:
 - date and time the contractor was notified and by whom (NRC PO, HOO/HERO, IRD staff);
 - date and time of the contractor's arrival if during non-PPM hours;
 - description of failure;
 - problem resolution; and
 - date and time failure was resolved and the item was returned to operational status.
- c. the upcoming week's activities.

7.2 Monthly Technical Report, minimum requirement, due to NRC no later than the of the next month:

- a. a summary of the month's activities;
- b. a status of all subsystems covered under this contract;
- c. items requiring NRC action or support; and
- d. contractor major tasks for the upcoming month to include upcoming PMs.

8. Government Furnished Resources

The government currently maintains/repairs the following OCIMS hardware:

- a. NEC Facsimile Machines
- b. Kyocera Mita Copiers
- c. STE secure fax/phones
- d. Paper Shredders (Dahle)
- e. Classified network (includes PCs, hard drives, router and printer)
- f. Safes (3)

The Government will provide limited space for spare parts, as well as office space. Such office

NRC Operations Center Information Management Center Maintenance Contract

space will include heat, light, ventilation, and electric current, at no cost to the contractor. The Government will provide office supplies (e.g., writing paper, pens, pencils, staplers, etc....). Two telephones (one WITS and one Ops Center PBX) will be provided in the office by the Government at no expense to the contractor. The telephone will have availability to receive long distance calls and provide the ability to make work-related long distance calls. The contractor will be permitted to contract, at his own expense, with the local telephone company for additional telephone services. The Government will provide and NRC account for e-mail and network connectivity.

The Government shall provide operating and service manuals or service diagnostic software to the contractors for existing OCIMS equipment (refer to OCIMS Hardware List).

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 <p style="text-align: center; font-size: 1.2em;">To be determined</p>	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)	2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">B. PROJECTED START DATE</td> <td style="width: 50%; text-align: center;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">08/01/2005</td> <td style="text-align: center;">07/31/2010</td> </tr> </table>	B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	08/01/2005	07/31/2010	
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE					
08/01/2005	07/31/2010					

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

A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER <p style="text-align: center; font-size: 1.2em;">NRC-26-00-307</p>	DATE <p style="text-align: center; font-size: 1.2em;">07/31/2005</p>
--	---	--

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Operations and Maintenance Contract for the Operations Center Information Management System (OCIMS) for the NRC Incident Response Directorate, DPR/NSIR

5. PERFORMANCE WILL REQUIRE	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
<input checked="" type="checkbox"/> YES (If "YES," answer 1-7 below) <input type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. IS FACILITY CLEARANCE REQUIRED? ☒ YES ☐ NO

- C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.
- D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.
- E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.
- F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

Richard V. Crlenjack, Acting Director
Incident Response Directorate, DPR/NSIR

SIGNATURE

Karen B. Jackson

DATE

2/22/05

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

NA

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

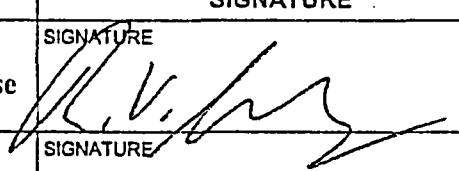
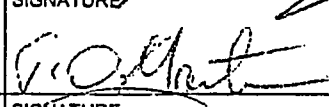
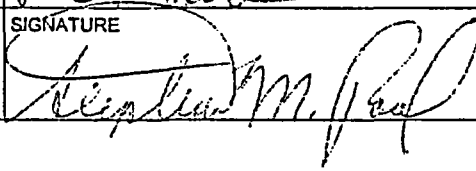
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒ 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 Richard V. Crlenjak, Acting Director, Incident Response Directorate, DPR/NSIR	SIGNATURE 	DATE 2/4/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director	SIGNATURE 	DATE 5/4/05
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott, Director	SIGNATURE 	DATE 5/9/05

REMARKS

for