

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 43		
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-11-C-10-0070		3. EFFECTIVE DATE June 1, 2011, See Section F.5		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-11-272			
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michael Turner Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) LAMAR STRONG ASSOCIATES L S A 9521 5TH PL LORTON VA 220792728				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 789865156		FACILITY CODE					
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Administration Attn: Darlene Fenton Mail Stop: T-6E24 Washington DC 20555		CODE		12. PAYMENT WILL BE MADE BY Department of Interior/NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)		14. ACCOUNTING AND APPROPRIATION DATA 2011-40-51-F-170 D2362 3191 X0200 FFS#: 112444 OBLIGATE: \$316,236.85 DUNS#: 789865156 NAICS: 236220					
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	The Contractor shall provide all labor, materials, training, and equipment necessary to furnish a complete and functional physical access control security turnstile system at the U.S. Nuclear Regulatory Commission's One White Flint North building in accordance with the attached statement of work at the prices set forth herein. SBA NO. 0304-11-104335						
15G. TOTAL AMOUNT OF CONTRACT						\$316,236.85	
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid; and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)					
19A. NAME AND TITLE OF SIGNER (Type or print) LAMAR STRONG, President		20A. NAME OF CONTRACTING OFFICER Michael A. Turner, Contracting Officer					
19B. NAME OF CONTRACTOR BY Lamar Strong (Signature of person authorized to sign)	19C. DATE SIGNED 9/2/2011	20B. UNITED STATES OF AMERICA BY Michael A. Turner (Signature of Contracting Officer)	20C. DATE SIGNED 9/2/2011				

STANDARD FORM 26 (REV. 5/2011)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 06 2011

ADM002

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SECTION B**B.1 PROJECT TITLE**

The title of this project is as follows:

Physical Access Control Security System and Turnstiles

B.2 SCHEDULE OF SUPPLIES OR SERVICES/COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	MATERIALS FOR PHYSICAL ACCESS CONTROL SECURITY TURNSTILES AT THE NRC ONE WHITE FLINT NORTH BUILDING - (Firm-Fixed-Price)		Lot		
Subtotal - 0001					\$232,974.01
0002	LABOR CATEGORIES FOR INSTALLATION OF TURNSTILES - (Labor-Hour)	QTY	UNIT	FIXED HOURLY LABOR RATE	CEILING AMOUNT
0002AA	Program Manager		Hours		\$
0002AB	Laborer		Hours		\$
0002AC	Engineer Technician		Hours		\$
0002AD	Electrical Technician		Hours		\$
0002AE	Fire Alarm Technician		Hours		\$
0002AH	Electrician		Hours		\$
0002AF	Electrical Supervisor		Hours		\$
Subtotal - 0002	Note: The hours per labor category are estimates, and those estimated hours per labor category may be exceeded as long as this subtotal amount for Item Numbers 0002AA through 0002AF is not exceeded		Lot	NTE CEILING	\$ 58,310.47
0003	OTHER DIRECT COSTS FOR TRAVEL, DRAWING SUBMITTALS, AND BOND - (Cost Reimbursement)	ESTIMATED NOT-TO-EXCEED			\$
Subtotal - 0003					\$
	MATERIAL AND HANDLING EXPENSES -				\$
	GENERAL AND ADMINISTRATIVE EXPENSES -				\$
TOTAL CONTRACT CEILING AMOUNT					\$316,236.85

B.3 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the base period is **\$316,236.85**.

(b) The amount presently obligated with respect to this contract is **\$316,236.85**. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. When and if the amount(s) paid and payable to the contractor hereunder is equal to the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated on this contract by written modification. Any work undertaken by the contractor in excess of the obligated amount specified above is at the contractor's sole risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The NRC requires the contractor to procure and install glass portal access control turnstiles ("turnstiles") as part of a construction project to expand the main building lobby at the One White Flint North (OWFN) Building at NRC's Headquarters complex at 11555 Rockville Pike, Rockville, Maryland.

Purpose

This Statement of Work (SOW) requires a contractor to procure and install, turnstiles for the OWFN building NLT August 2011. The contractor shall provide all labor and materials required to install the procured turnstiles. Additionally, the contractor shall integrate the procured turnstiles with the OWFN fire alarm system where required to facilitate safe egress from the facility during emergencies, and coordinate with the NRC Project Officer regarding integration with the NRC security system.

Background

The OWFN building is undergoing a renovation to expand the main lobby entrance in order to accommodate a larger volume of visitors and to improve security and visitor management. The lobby is planned for utilization of glass portal turnstiles, to operate in conjunction with NRC's GE card reader system, T520 PIV. The construction contract for the renovation is managed by GSA, however certain portions of the renovation project, including security, are being managed directly by NRC. In any case, the contractor shall coordinate work activities closely with the NRC Project Officer who will, in turn, coordinate with GSA so they can coordinate with its construction Contractor, and shall provide a detailed work schedule for integration into the overall project schedule. NRC intends to occupy the space in August 2011. All equipment shall be fully functional by July 28, 2011, so NRC can occupy the space.

Roles and Responsibilities**Contractor**

Responsible for all tasks assigned under this statement of work, including design, installation, project management, coordination and communication, testing, training, system programming, documentation and warranty support.

Project Officer

Primary Government point of contact for the contractor. Responsible to develop system requirements, monitor contractor performance for compliance with requirements, and coordinate with the project team members to resolve in-scope technical issues and coordinates with the Contracting Officer for potential changes to the security requirements or statement of work that may arise due to field conditions. The project officer reviews all contractor invoices and recommends to the contracting officer whether or not to approve payment.

Scope**General**

The contractor shall furnish all labor and materials necessary to complete the installation of the turnstiles. All equipment shall be installed to meet the requirements of the Americans with Disabilities Act. All work shall be performed in accordance with Federal, State and Local codes. All necessary high voltage power for the system will be provided by another contractor, and will be connected to emergency power.

The contractor shall run all wiring in approved raceways to protect the wire from damage and tampering. Wiring above ceiling inside NRC protected space is not required to be in conduit unless otherwise noted. Raceways and junction boxes will be provided by another contractor.

The contractor shall secure wire run above the false ceiling up and off of the suspended ceiling, and the contractor shall suspend it using appropriate "J" hooks, cable trays, or other approved hangers fastened directly to the slab above, trusses, beams or other similar permanent structural surface. The contractor shall not suspend cable from sprinkler pipes, ducts, light fixtures, conduits or any means other than an approved hanger, raceway or conduit. If the ceiling is plenum, the contractor shall use high temperature Teflon cable for runs in the plenum. The contractor shall install all system components in accordance with the original equipment manufacturer's instructions and ANSI C2 requirements and in accordance with federal, state and local codes.

The contractor shall perform all work; provide products, system integration, engineering and design work required for the security management system in order to ensure fully operative systems and proper installation of all equipment. The contractor shall provide all calculations and analysis to support design, materials and equipment. Provide all labor, materials, and equipment. Pay required sales, gross receipts, and other taxes. Secure and pay for plan check fees, permits, and licenses necessary for execution of work as applicable for the project. Give required notices. Comply with codes, ordinances, regulations, and other legal requirements of public authorities, which bear on performance of work. Work that is scheduled should be done with skilled labor and shall not be attempted with common labor. The Contractor shall be responsible for the removal of trash and debris created by the installation.

References

Regulatory Requirements

Contractor work under this SOW shall be in accordance with but not limited to the following codes, rules and regulations. Appropriate local government codes

- a. National Electric Code
- b. Uniform Building Code
- c. National Fire Code (NFPA)
- d. Underwriter Laboratory (UL) Standards
 - Combination locks – UL Group 1R
 - Key locks – UL 437
 - Electric door strikes – UL 1034 (fail secure)
 - Automatic door closers – UL 228
 - Emergency exit hardware (panic hardware) – UL 305
 - CCTV systems – UL 983
- e. NFPA-101 Life Safety Code

General: All devices, wire and equipment shall be listed by the Underwriters Laboratory or be Factory Mutual approved and will be installed in full accordance with UL and manufacturer's installation guides and requirements.

Definitions

The following shall serve as general identifiers as specified herein.

- a. Owner – The Owner is the NRC. "Owner" shall refer to the actual Owner and/or their designated representative(s).

- b. Architect – The Architect is another contractor: Carissa Faroughi, Peck, Peck & Associates
- c. Contractor – The Contractor is the firm satisfying the requirements of this SOW.
- d. Work – The term “Work” means all services required by this SOW and associated documents. The Work includes all related labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the proposal’s obligations.
- e. Documents – The term “Documents” means all security and security related drawings, specifications, and associated sketches, details, riser diagrams, etc.

“Regardless of their usage in codes or other industry standards, certain words or phrases as used in the Documents for the Work, shall be understood to have the specific meanings as ascribed to them in the following list:

- a. “As indicated” – As shown on, and/or in accordance with, the SOW and associated documents.
- b. “Circuit” – Any specific run of circuitry.
- c. “Circuitry” – Any work which consists of wires, cables, raceways, and/or specialty wiring method assemblies complete with associated junction boxes, pull boxes, outlet boxes, joints, couplings, splices, and connections except where limited to a lesser meaning by specific description.
- d. “Concealed” (as applied to circuitry) – Covered completely by building materials, except for penetrations (by boxes and fittings) to a level flush with the surface as necessitated by functional or specified accessibility requirements.
- e. “Exposed” (as applied to circuitry) – Not covered in any way by building materials.
- f. “PACS” – Physical Access Control System
- g. “Patch Panel” – A System of terminal blocks, patch cords, and backboards that facilitate administration of cross-connecting cables.
- h. “PIV”—“Personal Identity Verification” a badge credential complying with NIST FIPS-201 standard for secure reliable identification to control access to federal facilities.
- i. “Raceway” – Any pipe, duct, extended enclosure, or conduit (as specified for a particular System) which is used to contain wires and which is of such nature as to require that the wires be installed by a “pulling in” procedure.
- j. “Relocate existing” – Remove existing item from present location. Reinstall, re-connect, and test existing item and make ready for use at new location as indicated.
- k. “Remove existing” – Remove existing item and return item to Owner.
- l. “Replace” – Remove existing item and return item to Owner. Provide new item as indicated.
- m. “Riser” – Shall refer to the portion of the installation that transmits between building floors (or between security System rooms), also referred to as “Backbone Cabling”.
- n. “Security Closet” – The enclosed area or room specifically designated for the routing, termination, and/or cross connecting of security System cable (i.e. riser cable) to other security System cable and/or equipment.
- o. “SMS” – Security Management System, includes all components contained herein that work in conjunction to create and completely integrated and fully functioning system as described within the Documents
- p. “Security System Wiring” – see “Circuitry”.
- q. “Security System Work” – See “Work”.

- r. "Server" – A computer who's role in the PACS system is to host the communications of one or more workstations and access control panels and to participate in the system domain for the purpose of database synchronization and replication between other servers.
- s. "Standard" (as applied to wiring devices) – Not of a separately designated individual type.
- t. "System" – See "SMS".
- u. "Wiring" – See "Circuitry".
- v. "Work" – The completed construction required by the Documents, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- w. "Workstation" – The location where security System monitoring equipment is provided.
- x. Where the word "conduit" is used without specific reference to type, it shall be understood to mean "raceway".
- y. Reference to "U.L. (Materials Construction) Standards" shall mean the "Standards for Safety" published by Underwriters Laboratories, Inc.
- z. Reference to "NEMA Standards" shall mean the "Approved Standards" published by the National Electrical Manufacturers Association.
- aa. Reference to "ANSI Standards" shall mean the standards published by the American National Standards Institute.
- bb. Reference to "IEEE Standards" shall mean the standards published by the Institute of Electrical and Electronics Engineers.
- cc. Reference to "BICSI Standards" shall mean the guidelines and methods published by the Building Industries Consulting Service International.

Contractor Tasks

System Design

The contractor shall carefully review requirements to determine intended turnstile locations and means and methods necessary to perform the required installation work. The work detailed has been specified to meet certain requirements for performance, appearance, and costs. Some information, such as exact locations of field equipment, exact wire routing, and exact conduit requirements have been intentionally omitted. It shall be the responsibility of the contractor to implement the guidelines and requirements contained in the SOW and associated documents and translate them into a complete, operational, and functionally integrated Security System. The turnstile install shall be completed, tested and operational NLT August 2011.

Contractor's design shall conform to all applicable codes and ordinances. All electrical design, including the sizing and placement of conduit, raceways, and conductors, shall be in accordance with the National Electrical Code, unless required local codes establish other applicable requirements.

Contractor's design work shall be subject to review and approval by the Owner or designated representatives NLT July 2011.

Management and Coordination

The Contractor shall provide a Project Manager to oversee and coordinate all activities on their portion of the project.

Project Meetings and Communication

- a. The contractor shall participate in coordination meetings with the NRC Project Officer and their designees as needed, expected to be held on a weekly basis (fewer if all is going well) and to last approximately one hour per week. Participation may be via telephone if it is not possible to attend in person.

System Installation

The Contractor shall be familiar with, and have expertise in the Work of this nature and scope. The Contractor further agrees that they shall provide all Work as required to complete the installation. The Contractor shall comply with all of the regulations of municipal, city, local and other government agencies having jurisdiction concerning the work of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the Work. If the Contractor performs any work, which is contrary to such laws, ordinances, codes, rules and regulations, they shall make all changes for compliance and bear all associated costs.

All of the Contractor's work shall be tested and inspected by the NRC Project Officer or their designee.

The contractor shall coordinate the installation of all procured items with the NRC Project Officer prior to installation.

System Testing

The contractor shall pre test all system components to confirm proper operation before scheduling acceptance testing with the owner.

The contractor shall submit a test plan for project officer approval before the scheduled testing date. The test plan shall include at a minimum:

- Function test of each turnstile
- Function test of desk release system for each turnstile
- Demonstration of operation during loss of power and fire alarm conditions

Contractor Responsibilities

General

The contractor is responsible for providing all parts labor tools equipment and resources to provide a fully functional turnkey turnstile system that fully complies with the requirements set forth in this statement of work and the construction documents.

Personnel

The contractor shall ensure that all personnel have the requisite experience, training, qualifications and to perform the work on this project.

Verify technical requirements and existing conditions

The contractor shall visit the site, check all existing conditions and be satisfied with the conditions under which the work is to be performed within 2 days of award. No allowances shall be made for any extra expense due to the contractor's failure or neglect to discover prior conditions affecting the work.

Licenses and Permits

The contractor shall be fully licensed to perform all specific tasks by the local authority at the job location. The licensing may include but not be limited to a valid state Electrical Contractor, Low Voltage System Contractor, Fire Alarm Operator and local business license.

The contractor shall obtain all required permits and shall prepare any documents essential to obtain the permits.

Product Standards

All products and materials provided under this contract shall be new.

New equipment and materials shall:

- a. Be Underwriters Laboratories, Inc. (U.L.) listed and approved where specifically called for; or where normally subject to such U.L. labeling and/or listing services.
- b. Be clearly labeled identifying make, model, and manufacturer.
- c. The approval of shop drawings, or other information submitted in accordance with the requirements, does not ensure that the NRC Project Officer attests to the dimensional accuracy, dimensional suitability of the material, or mechanical performance of equipment. Approval of shop drawings does not invalidate the Documents.

Manufacturers Recommendations: Where installation procedures of any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the NRC Project Officer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to timely furnish these recommendations to the NRC Project Officer may be cause for rejection of the material.

The Contractor shall provide a complete fit-out of all command center equipment for review by the NRC Project Officer and their designees. The fit-out shall include all devices, console layouts, furniture, labeling, cable support, etc.

Within the Specifications, certain manufacturers have been listed. These manufacturers are listed for example purposes (unless followed by "No Exceptions"). The Contractor may substitute manufacturers and models that may be more cost effective or readily available than that specified. However, all substitutions shall meet or exceed the specified functional and technical requirements. Acceptance of such substitutions is at the discretion of the Owner.

Warranty

In the event that defects in the materials and/or workmanship are identified during the warranty period, the Contractor shall provide all labor and materials as may be required for prompt correction of the defect.

All warranty service and repair work shall be performed by personnel, who have been trained, certified and is experienced in the operation and maintenance of the installed System(s).

Warranty service shall include the replacement of all parts and/or components as required to restore normal System operation. In the event that System parts or components shall be removed for repair, it shall be the responsibility of the Contractor to furnish and install temporary parts and/or components as required to restore normal System operation until the repaired parts or components can be repaired and re-installed.

Repair or Replacement Service

Repair or replacement service during the warranty period shall be performed in accordance with the following schedule:

Schedule A: 7 days, 24 hours per day with a 6 hour (6) hour response time.

Schedule B: Normal business hours, excluding holidays, within the next business day.

Schedule A shall apply for major System components of the turnstile and any other components that would create a security vulnerability if non-functional.

Schedule B shall apply for all other components and devices.

Special Confidentiality Requirement

The Work is critical to the security of the OWFN building. All Documents and other material and information about the Work are sensitive information and shall remain secure at all times. Sensitive information shall not be deliberately or inadvertently disclosed to anyone other than the contractor's personnel and subcontractors who require disclosure to perform their portion of the Work.

The Contractor shall keep track of all sensitive information at all times and shall ensure that all copies are accounted for at all times. The Contractor shall not permit any persons to have access to the sensitive information of the Work unless and until the Contractor has assured itself of the trustworthiness of such persons.

Substitution of Equipment

The substitution of equipment will occur only when there is a significant advantage to the client agency, created by an overall upgrading of a component(s) by a manufacturer or an operational advantage created by a change in the state of the art of the equipment to be supplied. In the event the above occurs, the contractor shall make the NRC Project Officer aware of the new equipment and shall provide NRC the new information. At the NRC's discretion, the option to accept or reject the substitution will then be exercised.

Technical Exhibits

General System Specifications And Components

The contractor shall install and make operational a fully functional glass portal access control turnstile system prepared for integration with the NRC Physical Access Control System (PACS), fire alarm and related security subsystems. Installation of cabling equipment, testing and training associated with the system is included. Work shall be coordinated with the NRC project managers to meet the NRC intended construction schedule.

Access Control System (Provided by Others)

NRC uses Lenel (Casi) Facility Commander Wnx card readers and system software at all NRC facilities nationwide. The contractor shall provide and install turnstiles that are fully compatible with this system, without requiring customized equipment or software for interface.

120 VAC 60 Hz input voltage and provide filtered and conditioned output voltage as required.

Four (4) hours of battery backup to provide continuous operation during power failure.

Acceptable Manufacturers: GE/UTC/Lenel Security Model, T520 PIV or or approved equal

- 1) The card readers and physical hardware installed will be HSPD-12 compliant.

Access Control Turnstiles

The NRC requires 5 lanes of access controlled turnstiles: 4 lanes to the right of the security desk will be dedicated to employee access and a 5th lane will separate the designated visitor holding area from the NRC controlled area. Each lane will be sized in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Each employee lane of the turnstile system shall comply with the following functional requirements:

- a. The turnstile shall use waist-high (39"—48") glass panels, graphically applied with the NRC logo to control access. See Section D.1.3.4.a
- b. Turnstile pedestals shall be spaced 48" on center in order to utilize in-floor conduits provided by another contractor.
- c. The turnstile panels shall open in the direction of ingress only after upon valid card read from the PACS system, or manually by action of a guard using a remote control unit at the security desk.
- d. The turnstiles shall open freely in the direction of egress, via motion detection, remote control from the guard desk or upon signal from the fire alarm system.
- e. The turnstiles shall have backup batteries to permit continued operation in event of power failure for up to 4 hours.
- f. A remote control panel shall be provided at the security desk to permit selective manual operation of one or all turnstiles in the system, lockout of one or all turnstiles in the system, or prolonged unlocking of one or all turnstiles in the system. The control unit shall be fitted with a high-security key switch that will enable or disable the remote control unit.

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The NRC requires 5 lanes of access controlled turnstiles: 4 lanes to the right of the security desk will be dedicated to employee access and a 5th lane will separate the designated visitor holding area from the NRC controlled area. Each lane will be sized in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Each employee lane of the turnstile system shall comply with the following functional requirements:

- a. The turnstile shall use waist-high (39"—48") glass panels, graphically applied with the NRC logo to control access. See Section D.1.3.4.a
- b. Turnstile pedestals shall be spaced 48" on center in order to utilize in-floor conduits provided by another contractor.
- c. The turnstile panels shall open in the direction of ingress only after upon valid card read from the PACS system, or manually by action of a guard using a remote control unit at the security desk.
- d. The turnstiles shall open freely in the direction of egress, via motion detection, remote control from the guard desk or upon signal from the fire alarm system.
- e. The turnstiles shall have backup batteries to permit continued operation in event of power failure for up to 4 hours.
- f. A remote control panel shall be provided at the security desk to permit selective manual operation of one or all turnstiles in the system, lockout of one or all turnstiles in the system, or prolonged unlocking of one or all turnstiles in the system. The control unit shall be fitted with a high-security key switch that will enable or disable the remote control unit.

The turnstile in the visitor holding area shall comply with the above functional requirements with the following exceptions:

- a. The turnstile shall require a valid card read in both directions.

Glass Portal Turnstile General Requirements:

- a. The pedestrian passageway (typ. 36" clear) is bi-directional at all times. The moving Glass Security Panels shall be 10 mm tempered safety glass with polished safety edges. The Glass Panels shall open and close without advancing the leading edge toward a pedestrian in the entrance or exit direction. Glass Panels can never swing towards a pedestrian in bidirectional passages.
- b. The passageway shall be directionally controlled as to not allow passage in opposite direction of a positive card read. This feature prevents tailgating and invalid access into the facility.
- c. Glass Portal Turnstiles shall be non-restrictive to handicapped personnel. All lanes shall be capable of providing a 36" clear passageway without increasing the size of the Turnstile cabinet. i.e. The end cabinet and center cabinet shall be the same physical dimension and still contain a single or double mechanism. Vertical readers shall be available for wheel chair accessibility on all cabinets.
- d. The Glass Panel shall be capable of being replaced without disassembly of any portion of the turnstile cabinet. The Glass Panel hinge shall be single piece extruded construction. All replacement of Glass Panels shall take place in the passageway without rear or side access to turnstile cabinet.
- e. The Glass Portal Turnstile shall provide optical resetting of the lane.
- f. Operation shall be capable of allowing 1 single passage per valid card read. passageway shall be directionally sensitive and optically resettable. If pedestrian attempts to travel in opposite direction of valid card read; Glass Panel shall close and not allow unauthorized invalid access to the passageway, and shall generate an audible and visual alarm to security personnel.
- g. Breakers shall be securely mounted inside the Turnstile Cabinet. Control Board, Interface Board and programmable control relays shall be mounted on an equipment plate inside the Turnstile Cabinet.
- h. Pedestrian throughput shall be capable of 30 passages per minute, dependent on the access control technology.
- i. Entrance/Exit control is performed by a dry contact closure of no more than 20 ms. Fire Open control shall be performed by breaking the normally closed wire pair/circuit provided at the Turnstile Control Board. Push Button/Panel and exit control shall be available.
- j. Glass Portal Turnstile shall operate with a 24VDC micro-controlled brush less motor capable of 10 million continuous cycles without any type of scheduled or unscheduled maintenance. Site adjustable independent panel speed shall be available. A continuous duty (capable of 14 million rotations) a safety slip clutch shall be coupled with motor to provide safety to the pedestrian in case of authorized or unauthorized contact with the Glass Panels. Safety Clutch shall provide the same function in both directions without damaging the Turnstile Mechanism.
- k. Glass Panels shall be capable of being up to 48" tall as a standard feature without compromising the 10 million cycle zero-maintenance capability.
- l. Glass Portal Turnstile shall have an available manual key emergency open override at the Turnstile Cabinet.

The turnstile in the visitor holding area shall comply with the above functional requirements with the following exceptions:

- a. The turnstile shall require a valid card read in both directions.

Glass Portal Turnstile General Requirements:

- a. The pedestrian passageway (typ. 36" clear) is bi-directional at all times. The moving Glass Security Panels shall be 10 mm tempered safety glass with polished safety edges. The Glass Panels shall open and close without advancing the leading edge toward a pedestrian in the entrance or exit direction. Glass Panels can never swing towards a pedestrian in bidirectional passages.
- b. The passageway shall be directionally controlled as to not allow passage in opposite direction of a positive card read. This feature prevents tailgating and invalid access into the facility.
- c. Glass Portal Turnstiles shall be non-restrictive to handicapped personnel. All lanes shall be capable of providing a 36" clear passageway without increasing the size of the Turnstile cabinet. i.e. The end cabinet and center cabinet shall be the same physical dimension and still contain a single or double mechanism. Vertical readers shall be available for wheel chair accessibility on all cabinets.
- d. The Glass Panel shall be capable of being replaced without disassembly of any portion of the turnstile cabinet. The Glass Panel hinge shall be single piece extruded construction. All replacement of Glass Panels shall take place in the passageway without rear or side access to turnstile cabinet.
- e. The Glass Portal Turnstile shall provide optical resetting of the lane.
- f. Operation shall be capable of allowing 1 single passage per valid card read. passageway shall be directionally sensitive and optically resettable. If pedestrian attempts to travel in opposite direction of valid card read; Glass Panel shall close and not allow unauthorized invalid access to the passageway, and shall generate an audible and visual alarm to security personnel.
- g. Breakers shall be securely mounted inside the Turnstile Cabinet. Control Board, Interface Board and programmable control relays shall be mounted on an equipment plate inside the Turnstile Cabinet.
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- j. Glass Portal Turnstile shall operate with a 24VDC micro-controlled brush less motor capable of 10 million continuous cycles without any type of scheduled or unscheduled maintenance. Site adjustable independent panel speed shall be available. A continuous duty (capable of 14 million rotations) a safety slip clutch shall be coupled with motor to provide safety to the pedestrian in case of authorized or unauthorized contact with the Glass Panels. Safety Clutch shall provide the same function in both directions without damaging the Turnstile Mechanism.
- k. Glass Panels shall be capable of being up to 48" tall as a standard feature without compromising the 10 million cycle zero-maintenance capability.
- l. Glass Portal Turnstile shall have an available manual key emergency open override at the Turnstile Cabinet.

System Training - The contractor shall supply training and technical specification materials within 7 days of equipment installation. The training shall include operation and administration of all turnstile subsystems. Training programs and related materials shall be developed for guard force personnel, agency security management personnel, and designated agency personnel with administrative responsibilities for the system. At a minimum the plans shall cover operation of the turnstiles for guards and designated agency personnel. The contractor shall train the project officer and 6 future named individuals who will inturn, train other users

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.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
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION-TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT (JUN 1988)

(a) General. This clause establishes a standard of performance which must be met before any ADP equipment delivered under this contract is accepted by the Government. This also includes replacement machines, substitute machines, and machines which are added or field modified (modifications of a machine from one model to another) after a successful performance period.

(b) Performance Period and Effectiveness Level. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of percent or more.

(c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of consecutive days.

(d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after calendar days from the installation date or start of the performance period, whichever is later, the Government may at its option request a replacement or terminate the contract and request the immediate removal of the equipment.

(e) Effectiveness Level Computations. The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.

(f) Changes in Equipment. The effectiveness level for machines added, field-modified, or substituted, or for a replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure or the machine being tested.

(g) Operational Use Time for System. Operational use time for performance testing for a system is the accumulated time during which the Central Processing Unit is in actual operation, including any intervals of time between the start and stop of the processing of the programs.

(h) Operational Use Time for Equipment. Operational use time_ for performance testing for a machine added, field-modified, or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.

(i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.

(j) Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.

(k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.

(l) Machine Failure Downtime. Machine failure downtime for a machine added, field-modified, or substituted, or for a replacement machine after the system has completed a successful performance period is that period of time when such machine is inoperable due to its failure.

(m) Minimum of Use Time. During the performance period for a system/machine, a minimum of hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of hours. Machines added, field modified and substitute machines are subject to the hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of hours use time, provided the average effectiveness for the day acceptance period is equal to or better than the level_ specified in paragraph b above.

(n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.

(o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.

(p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.

(q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed consecutive days; therefore, the performance period must start not later than the day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.

(r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

SECTION F - DELIVERIES OR PERFORMANCE**F.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)	
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

F.4 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 copy)
Darlene.Fenton@NRC.GOV
Office of Administration
DFS/FSB
Mail Stop: T-6E24B
Washington, DC 2055

(b) Contracting Officer (1 copy)
Michael.Turner@NRC.GOV
Office of Administration
DFS/FSB
Mail Stop: TWB-01--6E24B
Washington, DC 2055

F.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on June 1, 2011, and will expire August 14, 2016. The period of performance will cover the date of authorization to commence work provided June 1, 2011, through five-years from the acceptance date of the equipment on August 15, 2011, through August, 14, 2016, to cover the manufacturer's 5-year warranty. The bond will cover a one-year period beginning August 15, 2011, through August 14, 2012.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Darlene Fenton

Address: Office of Administration
DFS/FSB
Mail Stop: T-6E24B
Washington, DC 2055

Telephone Number: (301) 415-7050

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.2 USE OF HARDWARE OR SOFTWARE MONITORS (MAR 1987)

The Contractor shall permit inclusion or attachment of such devices as the Government may choose to employ for the purpose of examining or measuring the activity within the computer system. Devices such as hardware monitors, which may require physical connection to the computer system, and devices such as software monitors, which may require portions of the computer system's control software to be displaced, are specifically included in this category. The Contractor may not prohibit the installation of any such devices unless the particular device will cause significant or permanent damage to the computer system. The Contractor shall assist the Government in identifying and locating device connections, when requested by the Government, if the Contractor provides such service to other customers. Cost for this service, if any, is stated elsewhere in this contract.

H.3 REPLACEMENT PART AVAILABILITY (ADPE) (MAR 1987)

The Contractor guarantees that replacement parts for each piece of equipment in this contract will be available for the system's (item's) life of . The Contractor shall notify the Government before the end of the system's (item's) life as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source.

H.4 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

(a) Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.

(b) Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.

(c) Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.

(d) Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.

(e) Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.

(f) Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.

(g) Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.

(h) Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.

(i) Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.

(j) Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of and , Monday through Friday, excluding holidays observed at the NRC installation.

(k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such_ period.

(l) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.

(m) Total Monthly Charges.

(1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.

(2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.

(n) Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.

(o) Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

H.5 SITE PREPARATION PROVISIONS (JUN 1988)

(a) Equipment environmental specifications shall be furnished in writing by the Contractor in its proposal. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.

(b) The Government will prepare the site at its own expense and in accordance with the equipment environmental specifications furnished by the Contractor in the proposal.

(c) Any alterations or modifications in site preparation which are directly attributed to incomplete or erroneous equipment environmental specifications provided by the Contractor, which would involve additional expenses to the Government, shall be made at the expense of the Contractor.

(d) Any such site alterations or modifications as specified in paragraph c above which cause a delay in the installation date will also result in liquidated damages for equipment as specified under "Liquidated Damages".

(e) The Government agrees to have the site prepared in accordance with the Contractor's written site specifications by thirty (30) days prior to the scheduled installation date, unless a shorter period of time is agreed to in writing.

(f) The Government will provide the Contractor with access to the site for the purpose of installing the equipment prior to the scheduled installation date. The Contractor shall specify in writing the time required to install the equipment.

H.6 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards without written approval of the Contracting Officer.

H.7 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

H.8 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (Alternate 1)

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

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

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

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

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to

employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

H.10 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at:
http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

H.11 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 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.arnet.gov/far>

52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT 2010
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001

52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(a) Definitions. As used in this clause--

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

I.3 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I.4 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall

substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate

payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, 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.

I.5 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.5 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 U.S. Nuclear Regulatory Commission (NRC) 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 NRC 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 NRC.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER PAGES	TITLE	DATE	NO.
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See Glossory

ATTACHMENT

GLOSSARY

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

1. DATA PROCESSING EQUIPMENT SYSTEM AND/OR SUBSYSTEM. The total complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.

2. EQUIPMENT. An all-inclusive term which refers either to individual machines or to the total complement of machines required to operate as an integrated group.

3. EQUIPMENT AND/OR OPERATING SOFTWARE FAILURE. A malfunction in the Contractor-supplied equipment and/or operating software, excluding all external factors, which presents the accomplishment of a job.

4. INSTALLATION DATE. The date by which the Contractor must have the ordered equipment ready for use by the Government.

5. MACHINE/DEVICE. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, an additional memory module, a tape unit, a card reader, etc.

6. MECHANICAL REPLACEMENT. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.

7. OPERATING SOFTWARE. Those routines that interface directly with hardware peripheral devices, the computer operations, applications, and utility programs.

8. OPERATIONAL USE TIME. The time during which equipment is in actual operation, exclusive of idle time, standby time or maintenance time due to Contractor caused machine failure; not synonymous with "power-on" time.

9. PREVENTIVE MAINTENANCE. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.

10. EXTENDED MAINTENANCE PERIOD OPTION. Option to require maintenance service, during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.

11. REMEDIAL MAINTENANCE. That maintenance performed by the Contractor which results from Contractor-supplied equipment or operating software failure. It is performed as required and therefore on an unscheduled basis.

12. TOTAL MONTHLY CHARGES.

(a) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.

(b) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.

13. ALTERATION. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.

14. ATTACHMENT. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer of the machine or system.

15. PRINCIPAL PERIOD OF MAINTENANCE. Any nine consecutive hours per day, including an official meal period not to exceed one hour per day, between the hours of 7:00 AM 6:00 PM, Monday through Friday, excluding holidays observed at the installation.

16. SOFTWARE RELEASE. A software release is a modification (update) of the software which may contain additional function and incorporate all program fixes made to the software since issuance of the prior release. A software release does not change the name or number of the program and is provided by the Contractor at no increase in price. Normally, program support services for the prior release are discontinued by the Contractor after a specified period of time following availability of the new release.

17. SOFTWARE VERSION. A software version is a separate (new) software product which contains significantly more code and/or function than its earlier version. A software version has its own name, product number, terms and conditions and price.