

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

27

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/27/2015		2. CONTRACT NO. (if any) NRC-HQ-7D-14-C-0002		6. SHIP TO:				
3. ORDER NO. NRC-HQ-7D-15-T-0001		4. REQUISITION/REFERENCE NO. ASLBP-15-0009		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-				
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY				
				c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852	
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR DYNAMIC SYSTEMS INTEGRATION INC				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 2649 PRODUCTION RD				REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY VIRGINIA BEACH		e. STATE VA	f. ZIP CODE 23454-5255		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ATOMIC SAFETY LICENSING BOARD PANEL				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB							12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION Destination	b. ACCEPTANCE Destination					30 Net		
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a firm-fixed price task order 003 for the Maintenance and Hardware Enhancements of the Audio Visual ASLBP Rockville Hearing Room Refresh.  Contractor POC: Jamie Butt 757-201-6440 Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)		
21. MAIL INVOICE TO:								
a. NAME US NUCLEAR REGULATORY COMMISSION						\$276,500.00		
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A						\$377,800.00		
c. CITY ROCKVILLE								
d. STATE MD						e. ZIP CODE 20852-2738		
22. UNITED STATES OF AMERICA BY (Signature)				08/27/2015		23. NAME (Typed) SANDRA HARRELL TITLE: CONTRACTING/ORDERING OFFICER		

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TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

AUG 31 2015

ADMIN02

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/27/2015	CONTRACT NO. NRC-HQ-7D-14-C-0002	ORDER NO. NRC-HQ-7D-15-T-0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	JButt@dynamicssystems.com  NRC COR: Andrew Welkie 301-415-6541 Andrew.welkie@nrc.gov Accounting Info: 2015-X0200-FEEBASED-7D-7DD001-17-4-156-N7333-2630 Period of Performance: 08/27/2015 to 08/20/2016					
00001	Base Year: Maintenance Services to include labor, travel, and hardware enhancements (NTE) \$276,500.00-see B.1 price and cost schedule. Line Item Ceiling\$276,500.00 Incrementally Funded Amount: \$3,500.00				276,500.00	
10001	Option Year 1: Maintenance Services to include labor, travel, and enhancements (NTE) \$29,700.00-see B.1 price and cost schedule. Amount: \$29,700.00 (Option Line Item) Anticipated Exercise Date07/30/2016				0.00	
20001	Option Year 2: Maintenance Services to include labor, travel, and enhancements (NTE) \$35,200.00-see B.1 price and cost schedule. Amount: \$35,200.00 (Option Line Item) Anticipated Exercise Date07/30/2017				0.00	
30001	Option Year 3: Maintenance Services to include labor, travel, and enhancements (NTE) \$36,400.00-see B.1 price and cost schedule. Amount: \$36,400.00 (Option Line Item) Anticipated Exercise Date07/30/2018  The obligated amount of award: \$3,500.00. The total for this award is shown in box 17(i).				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$276,500.00

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## SECTION B - SUPPLIES OR SERVICES/PRICES

## B.1 SCHEDULE OF SUPPLIES OR SERVICES

## B.1 Price/Cost Schedule






Base Year: 8/27/2015-8/20/2016

CLIN	DESCRIPTION	Labor Rate	ODC
0001	<u>MAINTNENANCE LABOR</u>		
	One-time service rate		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>		
0002	<u>MAINTNENANCE TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		
	<b>Total Maintenance Travel NTE</b>		
0003	<u>MAINTNENANCE OTHER DIRECT COSTS</u>		
	Material Handling		
	Component Repair		
	<b>Total ODC NTE</b>		
0004	<u>MODIFICATION/ENHANCEMENT LABOR</u>		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>		
0005	<u>MODIFICATION/ENHANCEMENT TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		
	<b>Total Enhancement Travel NTE</b>		

CLIN	DESCRIPTION	Labor Rate	ODC
0006	<u>MODIFICATION/ENHANCEMENT OTHER</u> <u>DIRECT COSTS</u> <u>Hardware Components (NTE)</u>		
	Total Base Year Labor NTE		
	Total Base Year Travel/ODC Hardware NTE		
	Total Base Year Cumulative Labor/Travel/ODC NTE		



## Option Year 1: 8/27/2016-8/20/2017

CLIN	DESCRIPTION	Labor Rate	ODC
10001	<u>MAINTNENANCE LABOR</u> One-time service rate Sr. Program Manager Sr. Engineer Project Manager Administrative AVN Technician I AVN Technician III Drafting		
	<b>Total Labor Cost NTE</b>		
10002	<u>MAINTNENANCE TRAVEL</u> Travel Mileage Lodging Per Diem		
	<b>Total Travel NTE</b>		
10003	<u>MAINTNENANCE OTHER DIRECT COSTS</u> Material Handling Component Repair		
	<b>Total ODC NTE</b>		
10004	<u>MODIFICATION/ENHANCEMENT LABOR</u> Sr. Program Manager Sr. Engineer Project Manager Administrative AVN Technician I AVN Technician III Drafting		
	<b>Total Labor Cost NTE</b>	\$0	
10005	<u>MODIFICATION/ENHANCEMENT TRAVEL</u> Travel Mileage Lodging Per Diem		
	<b>Total Travel NTE</b>		\$0
10006	<u>MODIFICATION/ENHANCEMENT OTHER DIRECT COSTS</u> <u>Hardware Components (NTE)</u>		\$0

CLIN	DESCRIPTION	Labor Rate	ODC
	Total Option Year 1 Labor NTE		
	Total Option Year 1 Travel/ODC NTE		
	Total Cumulative Base and Option year 1 Ceiling NTE		



## Option Year 2: 8/27/2017-8/20/2018

CLIN	DESCRIPTION	Labor Rate	ODC
20001	<u>MAINTNENANCE LABOR</u>		
	One-time service rate		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>		
20002	<u>MAINTNENANCE TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		
	<b>Total Travel NTE</b>		
20003	<u>MAINTNENANCE OTHER DIRECT COSTS</u>		
	Material Handling		
	Component Repair		
	<b>Total ODC NTE</b>		
20004 Optional	<u>MODIFICATION/ENHANCEMENT LABOR</u>		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>	\$0	
20005 Optional	<u>MODIFICATION/ENHANCEMENT TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		
	<b>Total Travel NTE</b>		\$0
20006 Optional	<u>MODIFICATION/ENHANCEMENT OTHER DIRECT COSTS</u>		
	<u>Hardware Components (NTE)</u>		\$0



CLIN	DESCRIPTION	Labor Rate	ODC
	Total Option Year 2 Labor NTE		
	Total Option Year 2 Travel/ODC NTE		
	Total Cumulative Base and Option year 1, 2 Ceiling NTE		

## Option Year 3: 8/27/2018-8/20/2019

CLIN	DESCRIPTION	Labor Rate	ODC
30001	<u>MAINTNENANCE LABOR</u>		
	One-time service rate		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>		
30002	<u>MAINTNENANCE TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		
	<b>Total Travel NTE</b>		
30003	<u>MAINTNENANCE OTHER DIRECT COSTS</u>		
	Material Handling		
	Component Repair		
	<b>Total ODC NTE</b>		
30004 Optional	<u>MODIFICATION/ENHANCEMENT LABOR</u>		
	Sr. Program Manager		
	Sr. Engineer		
	Project Manager		
	Administrative		
	AVN Technician I		
	AVN Technician III		
	Drafting		
	<b>Total Labor Cost NTE</b>	\$0	
30005 Optional	<u>MODIFICATION/ENHANCEMENT TRAVEL</u>		
	Travel Mileage		
	Lodging		
	Per Diem		

CLIN	DESCRIPTION	Labor Rate	ODC
	Total Travel NTE		
30006 Optional	MODIFICATION/ENHANCEMENT OTHER DIRECT COSTS Hardware Components (NTE)		

	Total Option Year 3 Labor NTE	██████████	
	Total Option Year 3 Travel/ODC NTE		██████████
	Total Cumulative Base and Option year 1, 2, and 3 Ceiling NTE	██████████	██████████

## B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011)

- (a) The ceiling of this order for services inclusive of all options is not to exceed (NTE) \$377,800.00.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount presently obligated with respect to this order is ██████████. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.



## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 PROJECT TITLE**

This is a non-personnel services contract to provide the Nuclear Regulatory Commission (NRC) with maintenance support and a mechanism to make changes to the Atomic Safety and Licensing Board Panel's (ASLBP) Hearing Audio and Video Equipment System (HAVES).

### **C.2 BACKGROUND**

The ASLBP conducts agency licensing and enforcement hearings as directed by the Commission, primarily through three-judge Atomic Safety and Licensing Boards appointed by the Chief Administrative Judge at the behest of the Commission. ASLBP is responsible for adjudicating licensing and enforcement cases regarding nuclear power reactors, nuclear materials, and nuclear waste. The scope and nature of the agency's adjudications dictate that there be an open and transparent hearing process.

The ASLBP hearing room is located in the NRC Two White Flint North (TWFN) complex in Rockville, MD, and has recently updated audio visual (AV) technology for the purpose of enhancing information flow between the Licensing Board, the parties, and the public, particularly evidence presentation, via many different methods. Prefilled evidentiary materials and testimony of witnesses and witness panels can be viewed on the high-definition (HD) monitors in the hearing room. A HD document camera can focus on and digitally capture paper documents and physical objects that are brought into a hearing room. Electronic media such as Digital Video Discs (DVDs), Video Home System (VHS) tapes, video camcorder tapes, Motion Picture Experts Group (MPEG)-type audio files, audio cassette tapes, etc., can be played in the hearing room and captured for the record. Laptop/computer outputs can also be displayed and captured and touch screen monitors allow annotation of electronic exhibits.

The video feed from the five-HD camera hearing room video system is routed based on sound activation. This provides automatic camera switching that captures the current speaker. In the event, however, that a clerk needs to override the automatic camera

view, a manual camera switching capability is provided. The system also is configured so that the audio can be either automatically or manually switched with a manual override/muting capability.

The output of the switched video feed is routed to multiple output devices to allow storage and/or broadcast of the combined AV signal. The audio and video systems in the hearing room also accommodate teleconferencing, videoconferencing, and web-conferencing.

### **C.3 SCOPE**

The Contractor shall provide all necessary personnel, materials, hardware, cabling, software, labor, supplies, equipment, travel, and other direct costs necessary to maintain and make approved changes to the ASLBP HAVES solution as described in the as-built documentation provided under contract NRC-HQ-7D-14-C-0002/Task Order NRC-HQ-7D-14-T-0002 (Task Order 0002).

The Contractor shall provide all necessary personnel, materials, hardware, cabling, software, labor, supplies, equipment, travel, and other direct costs necessary to install, test, and provide training for the AV design plan developed under NRC-HQ-7D-14-T-0002.

### **C.4 APPLICABLE DOCUMENTS AND STANDARDS**

Any maintenance activities or system changes provided under this task order shall:

- Meet all applicable regulations, standards, and guidance from federal, state, and local governments including, but not limited to:
  - Administrative Office of the United States Courts
  - Federal Information Processing Standards
  - The Americans with Disabilities Act
  - The Defense Information Systems Agency
  - The National Institute of Standards and Technology
- Meet all applicable standards and guidance from industry organizations including, but not limited to:
  - 1394 Trade Association (formerly The High-Definition Audio-Video Network Alliance)
  - American National Standards Institute
  - Building Industry Consulting Service International, Inc.
  - Custom Electronic Design & Installation Association
  - Electronic Components Industry Association
  - InfoComm International
  - Institute of Electrical and Electronics Engineers
  - International Standards Organization
  - International Telegraphic Union Telecommunications Standards Sector
  - National Fire Protection Association



- The American Institute of Architects, Academy of Architecture for Justice
- Video Electronics Standards Association

## **C.5 Tasks**

### **5.1 Maintenance Objective**

The Contractor shall provide as-needed service support via telephone or e-mail during normal business hours<sup>1</sup> for general questions on system operation or minor system failures. The Contractor shall respond to each NRC telephone or e-mail-initiated service call within one (1) hour. Should the NRC initiate a service call after 5:00 p.m. Eastern Time (ET), the Contractor shall respond by 8:00 a.m. ET the following business day.

#### **5.1.1 Maintenance Scope**

For each NRC service call initiated call initiated by the COR via e-mail or by telephone and resolved in less than one hour from the time the Contractor responds to the NRC telephone call or e-mail, the contractor shall charge a one-time fee.

For each NRC service call initiated call initiated by the COR via e-mail or by telephone that requires more than one hour from the time of receipt of the NRC telephone call or e-mail to resolve, the contractor shall charge a one-time service fee and appropriate labor charges not to exceed four (4) hours.

For service calls that will require more than four (4) hours to resolve, the Contractor shall provide a good faith estimate on the required hours required to resolve the issue within one (1) business day of service call initiation. Upon receiving the good faith estimate, the NRC Contracting Officer's Representative (COR) shall provide e-mail notification as to how to proceed within one (1) business day of receiving the estimate.

For service calls that require an on-site presence as recommended by the Contractor and approved by the COR, the Contractor shall provide a good faith estimate on the hours required to resolve the issue within one (1) business day of service call initiation. Upon receiving the good faith estimate, the NRC COR shall provide e-mail notification as to how to proceed within one (1) business day of receiving the estimate. Upon receiving notification to proceed, the Contractor shall have a technician capable of resolving the issue on-site within two (2) business days.

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<sup>1</sup> Business hours are defined as 7:00 a.m. to 6:00 p.m. Eastern Time.

For service calls that involve the failure of a component under warranty, the Contractor shall coordinate return authorization with the appropriate vendor.

For service calls that involve the failure of a component that is not under warranty, the contractor shall provide the Government with an estimate for the repair of the item within one (1) business day of service call initiation. Upon receiving the good faith estimate, the NRC COR shall provide e-mail notification as to how to proceed within one (1) business day of receiving the estimate. Should the NRC elect to pursue component repair, the Contractor shall facilitate return authorizations.

Biannually, the Contractor shall conduct preventative maintenance activities of the entire installed solution. The first preventative maintenance visit shall occur no sooner than 150 calendar days after task order award, but no later than 180 calendar days after task order award. The second preventative maintenance visit shall occur no sooner than 330 calendar days after task order award, but no later than 360 calendar days after task order award.

Each preventative maintenance visit shall include, but not be limited to the following:

- A complete end-to-end test
- Component firmware or operating system updates or patches to the current recommended version.

#### 5.1.2 Estimated number of Service Calls

The NRC expects that, on an annual basis, the following number of service calls:

Time Frame to Resolve	Base Year	Option Year 2	Option Year 3	Option Year 4
Less than one (1) hour	Four (4)	Four (4)	Four (4)	Four (4)
More than one (1) hour, but less than four (4) hours	Two (2)	Two (2)	Three (3)	Three (3)
More than four (4) hours	One (1)	One (1)	Two (2)	Two (2)
On-site service	Two (2)	Two (2)	Two (2)	Two (2)
Component failure under warranty	One (1)	One (1)	Two (2)	Two (2)
Component failure not under warranty	One (1)	One (1)	Two (2)	Two (2)

#### 5.1.3 Documentation Updates

Within 30 calendar days of completion of any maintenance activity that involves the replacement of a component, modified source code, updated configuration files, or new/modified cabling, the Contractor shall provide updated documentation including, but not limited to:

- The "as-built" AV solution diagrams,
- Cabling report,
- Component specifications and instruction manuals,
- Installed component list,
- Source code, and
- Configuration files.

## **5.2 Enhancements and Modifications Objective**

The objective of this task order is to provide the NRC with the capability to facilitate modifications to the HAVES solution installed under Task Order 2.

### **5.2.1 Enhancements and Modifications Scope**

Each potential modification request shall have discrete components that include:

- Within ten (10) calendar days of being notified call initiated by the COR of the change request, delivery of an implementation plan that includes at a minimum:
  - Estimated labor effort
  - Estimated cost for AV components
  - List of documents that will require an update; and
- Upon NRC approval of the implementation plan
  - Implementation of the plan, as approved by the NRC
  - Within ten (10) calendar days of the completion of the implemented solution, updates to all associated documentation must be provided, including, but not limited to, construction drawings/diagrams, component list, operations manuals, and training material.

Should the NRC elect not to implement the enhancement or modification after review of the Contractor-provided implementation plan, the Contractor shall cease work on that request.

### **5.2.2 Change Request - Low**

A low impact change is defined as a change that includes hardware components and requires no more than forty (40) labor hours to design, test, and implement.

### **5.2.3 Change Request - Medium**

A medium impact change is defined as a change that includes hardware components and requires no more than eighty (80) labor hours to design, test, and implement.

### **5.2.4 Change Request - High**

A high impact change is defined as a change that includes hardware components and requires no more than one hundred sixty (160) labor hours to design, test, and implement.

### **5.2.5 Change Request - Labor Only**

A labor only change is defined as a change that does not involve the purchase of a hardware component and only requires a labor effort.

### **5.2.6 Estimated Number of Enhancements and Modifications**

The NRC expects that, over the course of contract NRC-HQ-7D-14-C-0002 option years, no more than two (2) high impact changes, two (2) medium impact changes, four (4) low impact changes, and two (2) labor only changes, will be requested. For estimating labor only changes the NRC expects that the total labor hours for all labor only changes will not exceed three hundred twenty (320) hours. For estimating the cost of new hardware, the NRC expects that the total cost of any new hardware components will not exceed

\$50,000.00.

### C. 6 Task Order Deliverables

For all written deliverables, including models, diagrams, reports, manuals, lists, and graphics, the Contractor shall provide a draft for NRC review.

Upon receipt of the deliverable, the NRC will provide comments or approval back to the Contractor within five (5) calendar days. Within seven (7) calendar days of any additional NRC comments, the Contractor shall revise the deliverable and resubmit to the NRC for review. The Contractor should expect no more than two (2) cycles of deliverable review, comments, and revisions.

All deliverables of this nature shall be furnished to the NRC in their native electronic format, such as Microsoft Word, Microsoft Excel, Microsoft Project, etc., as well as in Adobe portable document format (PDF).

Task Order 3		
Deliverable	Reference	Date Due
Applicable draft "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 5.1.3	Thirty (30) calendar days after completion of maintenance activity
Applicable first revision "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 5.1.3	No more than twelve (12) calendar days after the delivery of the draft "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files
Applicable final updated "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 5.1.3	No more than twelve (12) calendar days after the delivery of the first revision "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files
Draft implementation plan	Section 5.2.1, Paragraph 1	Ten (10) calendar days after change request notification
First revision of the implementation plan	Section 5.2.1, Paragraph 1	No more than twelve (12) calendar days after the delivery of the draft implementation plan
Final implementation plan	Section 5.2.1, Paragraph 1	No more than twelve (12) calendar days after the delivery of the first revision of the implementation plan



Task Order 3		
Deliverable	Reference	Date Due
Implemented solution	Section 5.2.1, Paragraph 1	As defined in NRC-approved implementation plan
Applicable draft "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 6.2, Paragraph 1	Thirty (30) calendar days after completion of a change request activity
Applicable first revision "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 5.2.1, Paragraph 1	No more than twelve (12) calendar days after the delivery of the draft "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files
Applicable final "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files	Section 5.2.1, Paragraph 1	No more than twelve (12) calendar days after the delivery of the first revision "as-built" diagrams, cabling report, component specifications and instruction manuals, installed component list, source code, and configuration files

## C.7 PLACE OF PERFORMANCE

The work to be performed under this task order will be performed at the contractor's site and at the NRC's Rockville location as appropriate.

The address of the NRC's Rockville location is:

U.S. Nuclear Regulatory Commission  
Two White Flint North, 3<sup>rd</sup> Floor (Room T-3B45)  
11545 Rockville Pike  
Rockville, MD 20852-2738

## C.8 SECURITY

The work conducted under this contract will be UNCLASSIFIED

## **SECTION D - PACKAGING AND MARKING**

### **D.1 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Computer Security, under Contract/order number (see page 1 of this order).

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

See Statement of Work in Section C.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on August 27, 2015 and will expire on August 20, 2019 inclusive of all option periods.

**F.2 PLACE OF DELIVERY-REPORTS**

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

- a. Primary and Alternate Contracting Officer's Representatives (COR) (hardcopy or email as directed)

See names and addresses in Section H.1

- b. Contracting Officer (CO) (1 copy – via email)

Sandra Harrell

Email to: [sandra.harrell@nrc.gov](mailto:sandra.harrell@nrc.gov)



**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 ELECTRONIC PAYMENT (SEP 2013)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [OCFO ObligationsResource@nrc.gov](mailto:OCFOObligationsResource@nrc.gov).

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY (OCT 1999)**

(a) The contracting officer's authorized representatives hereinafter referred to as the Contracting Officer's Representatives (COR) for this contract are:

Primary Contracting Officer's Representative:

Name: Andrew Welkie  
Address: Two White Flint North, Mail Stop: TWFN/3 E1A  
11545 Rockville Pike  
Rockville, MD 20852-2738  
Telephone Number: 301-415-6541  
Email: andrew.welkie@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve 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 COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories 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 that 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 COR 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 to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR 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.

## **H.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 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, must 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 I - CONTRACT CLAUSES**

### **I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 day of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed August 20, 2019.

### **I.2 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) -**

Funds are not presently available for performance under this contract beyond 8/20/16. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 8/20/16, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months or February 20, 2020. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.



