

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

1 REQUISITION NO 11/27/02
CIO-03-311

PAGE 1 OF 1

2 CONTRACT NO NRC-33-03-311	3 AWARD/EFFECTIVE DATE FEB 25 2003	4 ORDER NO	MODIFICATION NO	5 SOLICITATION NO RS-CIO-03-311	6 SOLICITATION ISSUE DATE 12/31/02
7 FOR SOLICITATION INFORMATION CALL	a NAME Sally A Adams	b TELEPHONE NO (No Collect Calls) (301) 415-6588	8 OFFER DUE DATE/LOCAL TIME 01/15/03 3 p.m		

9 ISSUED BY U.S. Nuclear Regulatory Commission Sally Adams, Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	CODE 3100	10 THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS 541519 SIZE STANDARD \$21M	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING N/A	12 DISCOUNT TERMS N/A
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15 DELIVER TO U.S. Nuclear Regulatory Commission Attn: Daniel Galik Office of the Chief Information Officer Mail Stop T6-F15 Washington DC 20555	CODE	16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Sally Adams, Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	CODE 3100
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17a CONTRACTOR/OFFEROR CODE	FACILITY CODE QN 511	18a PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-33-03-311) Washington DC 20555	CODE
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17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See Section B.3, "Statement of Work."				

25 ACCOUNTING AND APPROPRIATION DATA

APPN: 3160300310 B#R: 310-15-521-328 BOM: 252A JEN J1030 Colgate: 4100,000.00

26 TOTAL AWARD AMOUNT (For Govt. Use Only) **3100,000.00**

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 22 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29 AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Jane M. Brady</i>	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Joyce E. Fields</i>
30b. NAME AND TITLE OF SUPPLIER/CONTRACTOR Jane M. Brady Vice-President, Contracts	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) D. Stewart
30c. DATE SIGNED 02/25/03	31c. DATE SIGNED 2/13/03

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

"Government Information Security Reform Act (GISRA) Remediation Support"

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$507,072.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

In the event that the option to extend the services to include Option Period 1 is exercised, the total estimated ceiling amount for the option period is \$533,770.

In the event that the option to extend the services to include Option Period 2 is exercised, the total estimated ceiling amount for the option period is \$548,452.

In the event that the option to extend the services to include Option Period 3 is exercised, the total estimated ceiling amount for the option period is \$563,744.

(b) The amount presently obligated with respect to this contract is \$100,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 STATEMENT OF WORK

B.3.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) maintains an automated information systems (AIS) security program to provide appropriate administrative policy and technical security measures for the protection of the agency's automated information systems. This includes any hardware and software used to process, store, or transmit NRC data and the data itself, whether classified, safeguards, or sensitive, but unclassified. The security measures will also provide the appropriate security controls to ensure reliable access to NRC data and information technology (IT) systems by authorized individuals and only by authorized individuals. The NRC AIS Security Program is managed by the Office of the Chief Information Officer (OCIO), and is responsible for ensuring that all NRC major applications, general support systems, and all other NRC automated information systems are fully compliant with all Federal and national security policy guidelines, particularly the requirements specified in the Government Information Security Reform Act (GISRA). The GISRA requires that each federal agency complete a program review of all elements of its AIS security program, utilizing a security self-assessment process identified by the National Institute of Standards (NIST). The results of this self assessment are formally reported each year to the Office of Management and Budget (OMB), and a corrective action plan is generated that provides a mechanism for each agency to manage the resolution of all identified weaknesses

B.3.2 CONTRACT OBJECTIVE

The primary objective of this contract is to obtain support through the placement of orders, to assist the NRC OCIO, in reviewing, establishing, and maintaining compliance with all applicable IT security laws, regulations, and policies.

B.3.3 SCOPE OF WORK

The focus of the first task under this contract will be on GISRA remediation activities associated with the NRC GISRA corrective action plan. The action items listed in the GISRA corrective action plan include AIS security policy and process development tasks, AIS Security Program oversight and program management tasks, AIS security training, and a set of technical tasks associated with the secure operations and maintenance of NRC IT systems and the local and wide area networks. This includes primarily support for non-classified NRC internal IT systems and networks. Other tasks to be placed by delivery order will include:

Assist in the development of updates and revisions to Management Directive (MD 12.5), "The NRC Automated Information Systems (AIS) Security Program". This is the principle AIS security policy document for the NRC, and it implements all Federal and national security policy guidance.

Assist in the development and refinement of information systems security incident response procedures.

Assist in the development and refinement of vulnerability patch dissemination and tracking processes and procedures. Provide expert level security technical support for implementation of the processes and procedures. Assist in the development and refinement of network operations security technical guidance, processes, and procedures. This includes all administrative and technical activities associated with the implementation and management oversight of the NRC firewall policy.

Provide support to NRC IT managers and systems/software application developers, to help integrate IT life cycle security activities into NRC policy and process activities associated with the Enterprise Architecture (EA) efforts, the Systems Life Cycle Development and Management Methodology (SDLCMM), and the Capitol Planning and Investment Control (CPIC process).

Provide administrative and security technical support to NRC IT project managers and systems/software application developers, in the development of project security documentation such as Risk Assessments, Security Plans, Contingency Plans, Security Test Reports, and perform IT project security certification testing, and contingency plan testing, in support of system security accreditation.

Provide expert security technical support to NRC IT project managers, systems administrators, and other NRC IT technical personnel in the accomplishment of tasks associated with systems security configuration management and implementation.

Provide expert security technical support to NRC IT project managers, systems administrators, and other NRC IT technical personnel in the accomplishment of conducting automated vulnerability scanning of NRC systems and networks, and in conducting risk assessments for IT projects, systems, and networks.

Provide expert security technical support to NRC IT project managers, systems administrators, and other NRC IT technical in the accomplishment of security patch installation, security vulnerability corrections, server hardening, and related hands-on tasks related to the operations of network equipment such as operating systems, routers, switches, remote access devices, firewalls, intrusion detection equipment, anti-viral software, and web servers.

Provide assistance to OCIO in the accomplishment of AIS Security Program oversight responsibilities, to include maintenance of an IT security database and related program spreadsheet tracking systems that are used to monitor the GISRA compliance status of all NRC major applications, general support systems, and all other IT systems.

Provide assistance to OCIO in conducting NRC systems GISRA self assessments, producing the GISRA required periodic and annual reports to OMB, to include assisting with the development of the Annual CIO GISRA Executive Summary, and GISRA Corrective Action Plan.

Provide Network Infrastructure Security Technical Reports utilizing expert level security engineering support, in order to conduct assessments and analyses of emergent technical issues and problems identified by NRC staff, associated with the design or operation of the existing NRC local area and wide area network infrastructure. This will include support for all issues associated with the definition and refinement of the NRC AIS enterprise security architecture.

B.3.4 DELIVERY ORDERS (TASKS)

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individual(s) designated in this contract. Such orders may be issued from the effective date of the contract through expiration of the contract. Delivery Order No. 1, SOW Attachment 2, will be the first order to be issued against this contract.

Existing NRC Infrastructure Parameters

The current standard NRC desktop hardware configuration is an IBM compatible workstation with an Intel Pentium III processor or higher (500 MHz or greater). The standard workstations have 128mb RAM, 10G hard drives, and an Intel Pro 100B LAN card. The architecture supports PCI and AGP video. The agency workstation standard is NT 4.0, (expected to upgrade to Windows XP in FY 2004) and NRC currently supports two SQL databases as its standard, SQL 7.0 and SybaseT 12. The agency standard O/S is currently Novell 4.6.1 (expected to upgrade to Novell 6 in FY 2004). The NRC backbone infrastructure is made up of Cisco routers and switches.

Current NRC software infrastructure:

- Microsoft Windows NT 4.00.1381, Service pack 6a;
- NT Client Agent;
- Microsoft SQL server 7.0 and SQL drivers for NT;
- Novell NetWare Client for Windows NT/2000;
- Diskkeeper;
- Ensemble 1.22;
- Informs 4.3;
- Watermark 3.1.1.2;
- Microshield v.5;
- Network Access Suite 3.0;
- Norton AntiVirus Corporate Edition;
- PeopleSoft People Tools 7.57;
- Corel WordPerfect 8.0.0;
- Corel Presentations 8.0.0;
- Corel QuattroPro 8.0.0;
- GroupWise 5.5.3;
- Netscape Communicator 4.7;
- ADAMS 3.1.1 (custom); and
- FTP Corp's Onnet 32 tools suite (includes FTP, 3270, Telnet, ping, etc.).

Kick-Off Meeting

Kick-Off meetings will be held to introduce the NRC Project Officer for each of the delivery orders tasks. The meetings will be held at NRC headquarters, Rockville Pike, Rockville, Maryland.

B.3.5 MONTHLY PROGRESS REPORTS

The Contractor shall provide the NRC Project Officer and NRC Contracting Officer with a written monthly progress report. These are due to the NRC on the 10th day of each calendar month, throughout the project's duration. Progress reports shall cover all work completed during the preceding month under each delivery order and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

B.3.6 TABLE OF DELIVERABLES AND SCHEDULE OF DELIVERY

Deliverables and due dates are summarized in the table below. Deliverable due dates are based on workdays

Item No. -----	Deliverable Description -----	Deliverable Due Date -----
1	Kick-Off Meeting	5 workdays after award or earlier
2	Monthly Progress Reports	Monthly; 10th day of each month
3	Deliver Security Technical Reports and Other Security Policy, Process, or Program Documentation	5 days after tasked by Government Project Officer

Instructions for Deliverables

Deliverables shall be delivered on the dates specified in the contract/delivery order and shall be consistent with the deliverable schedules in the approved project plans for each order. If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall notify the Agency Project Officer in writing with cause of delay and the proposed revised schedule. This notice shall include the impact on the overall project. The Agency Project Officer shall make a business decision about the impact of the delay and forward the impact to the Contracting Officer.

Each deliverable, including project plans, shall first be submitted in draft for NRC review. NRC shall have 5 working days to review each draft deliverable and respond with comments or approval. Upon approval by NRC of the original draft or the corrected draft, the deliverable shall be delivered in final form to the NRC Project Officer and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the NRC Project Manager, unless otherwise indicated. All deliverables shall be formatted and prepared using Corel WordPerfect software for the documentation and reports, and Microsoft Powerpoint for the briefings. All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary.

B.4 PERIOD OF PERFORMANCE - CONTRACT

The ordering period for this contract shall commence on the award effective date and will expire 12 months after the effective date. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. The term of this contract may be extended at the option of the Government for three additional 1-year periods.

B.5 PERFORMANCE REQUIREMENTS

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of

work for each order. A Performance Requirements Summary will outline the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and deductions applicable to each order.

B.6 PLACE OF PERFORMANCE

Place of performance shall be at NRC headquarters, Rockville, Maryland.

B.7 TRAVEL

Travel outside of the Washington DC area shall be approved by the Project Officer in advance of the trip. It is anticipated that four 3-day trips will be required over the course of the base year. The trips will be to the NRC regional offices at Philadelphia, Chicago, Dallas, and also to Chattanooga.

B.8 REPORTING REQUIREMENTS

Monthly Reports

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the Contracting Officer by the 10th of each month. The report shall contain the contract number, order number, and task; the period covered by the report; a summary of work performed during the reporting period for each task, including appropriate statistics and plans for the next reporting period; a discussion of project plans, hardware problems, current operational problems, and the proposed corrective action, and analysis of the impact on other tasks within the scope of the SOW; and a status of expenditures under the order for the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the order.

B.9 PRICE SCHEDULE

See pages B-6 through B-9.

**NRC-33-03-311
Price Schedule**

Labor Category	Source	Site	Base Year						Grand Total
			01/01/03-07/31/03			08/01/03-12/31/03			
			Hours	Rate	Total	Hours	Rate	Total	
Program Manager	GSA Schedule	ARTEL	66	\$92.88	\$ 6,130	33	\$96.73	\$ 3,192	\$ 9,322
Functional Analyst, Principal	GSA Schedule	ARTEL	100	\$114.37	\$ 11,437	50	\$119.12	\$ 5,956	\$ 17,393
Functional Analyst, Principal	GSA Schedule	Gov't	100	\$109.80	\$ 10,980	50	\$114.36	\$ 5,718	\$ 16,698
Functional Analyst, Sr	GSA Schedule	Gov't	160	\$74.21	\$ 11,874	80	\$77.29	\$ 6,183	\$ 18,057
Functional Analyst, Int	GSA Schedule	Gov't	160	\$54.75	\$ 8,760	80	\$57.02	\$ 4,562	\$ 13,322
Functional Analyst, Jr	GSA Schedule	Gov't	140	\$36.02	\$ 5,043	70	\$37.51	\$ 2,626	\$ 7,669
Systems/Network Architect	GSA Schedule	ARTEL	80	\$107.91	\$ 8,633	40	\$112.39	\$ 4,496	\$ 13,128
Systems/Network Architect	GSA Schedule	Gov't	140	\$103.58	\$ 14,501	70	\$107.88	\$ 7,551	\$ 22,053
IA Functional Analyst, Sr	DISA IA Contract	ARTEL	120	\$109.62	\$ 13,154	60	\$114.17	\$ 6,850	\$ 20,005
IA Functional Analyst, Sr	DISA IA Contract	Gov't	120	\$96.52	\$ 11,582	60	\$100.53	\$ 6,032	\$ 17,614
IA Functional Analyst, Int	DISA IA Contract	ARTEL	140	\$99.99	\$ 13,999	70	\$104.13	\$ 7,289	\$ 21,288
IA Functional Analyst, Int	DISA IA Contract	Gov't	140	\$77.93	\$ 10,910	70	\$81.16	\$ 5,681	\$ 16,592
IA Functional Analyst, Jr	DISA IA Contract	ARTEL	180	\$58.29	\$ 10,492	90	\$68.58	\$ 6,172	\$ 16,664
IA Functional Analyst, Jr	DISA IA Contract	Gov't	220	\$51.32	\$ 11,290	110	\$53.45	\$ 5,879	\$ 17,170
Subject Matter Expert	DISA IA Contract	Gov't	30	\$137.11	\$ 4,113	15	\$142.80	\$ 2,142	\$ 6,255
Intermediate Admin Asst	DISA IA Contract	ARTEL	140	\$49.75	\$ 6,965	70	\$51.82	\$ 3,627	\$ 10,592
Intermediate Admin Asst	DISA IA Contract	Gov't	100	\$38.78	\$ 3,878	50	\$40.39	\$ 2,019	\$ 5,897
Senior IA Analyst	DISA IA Contract	ARTEL	100	\$138.97	\$ 13,897	50	\$144.74	\$ 7,237	\$ 21,134
Senior IA Analyst	DISA IA Contract	Gov't	100	\$108.31	\$ 10,831	50	\$112.80	\$ 5,640	\$ 16,471
Intermediate IA Analyst	DISA IA Contract	ARTEL	140	\$93.09	\$ 13,033	70	\$96.95	\$ 6,787	\$ 19,819
Intermediate IA Analyst	DISA IA Contract	Gov't	170	\$81.97	\$ 13,935	85	\$85.37	\$ 7,257	\$ 21,191
Junior IA Analyst	DISA IA Contract	ARTEL	140	\$57.49	\$ 8,049	70	\$67.65	\$ 4,736	\$ 12,784
Junior IA Analyst	DISA IA Contract	Gov't	140	\$50.62	\$ 7,087	70	\$52.72	\$ 3,690	\$ 10,777
Senior Data Base Manager	DISA IA Contract	ARTEL	140	\$114.91	\$ 16,087	70	\$119.68	\$ 8,378	\$ 24,465
Senior Data Base Manager	DISA IA Contract	Gov't	140	\$89.56	\$ 12,538	70	\$93.28	\$ 6,529	\$ 19,068
Senior Systems Engineer	DISA IA Contract	ARTEL	136	\$106.99	\$ 14,551	68	\$125.88	\$ 8,560	\$ 23,110
Senior Systems Engineer	DISA IA Contract	Gov't	136	\$94.20	\$ 12,811	68	\$98.11	\$ 6,671	\$ 19,483
Intermediate Systems Engr	DISA IA Contract	ARTEL	141	\$99.99	\$ 14,099	71	\$104.13	\$ 7,341	\$ 21,440
Intermediate Systems Engr	DISA IA Contract	Gov't	141	\$77.93	\$ 10,988	71	\$81.16	\$ 5,722	\$ 16,710
Editor/Analyst (tech writer)	DISA IA Contract	ARTEL	80	\$77.39	\$ 6,191	40	\$80.60	\$ 3,224	\$ 9,415
Editor/Analyst (tech writer)	DISA IA Contract	Gov't	80	\$60.32	\$ 4,826	40	\$62.82	\$ 2,513	\$ 7,339
IA Educator	DISA IA Contract	ARTEL	80	\$79.51	\$ 6,361	40	\$93.56	\$ 3,742	\$ 10,103
			<u>4,000</u>	Labor	<u>329,025</u>	<u>2,000</u>		<u>174,004</u>	<u>503,029</u>
			<u>Other Direct Costs</u>						
				Travel/ Per Diem	\$120		3,500	\$	3,620
				Miscellaneous				\$	0
				Sub-Total	\$120		\$3,500	\$	3,620
				G&A Charges on ODC	\$14		410	\$	424
				Estimated Total	<u>\$329,159</u>		<u>\$177,914</u>		<u>\$507,072</u>

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NRC-33-03-311
Price Schedule

Labor Category	Source	Site	OPTION YEAR 1						Grand Total
			01/01/04-07/31/04			08/01/04-12/31/04			
			Hours	Rate	Total	Hours	Rate	Total	
Program Manager	GSA Schedule	ARTEL	66	\$96 73	\$ 6,384	33	\$100 75	\$ 3,325	\$ 9,709
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$119 12	\$ 13,103	55	\$124 06	\$ 6,823	\$ 19,926
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$114 36	\$ 12,579	55	\$119 10	\$ 6,551	\$ 19,130
Functional Analyst, Sr	GSA Schedule	Gov't	160	\$77 29	\$ 12,366	80	\$80.50	\$ 6,440	\$ 18,806
Functional Analyst, Int	GSA Schedule	Gov't	160	\$57.02	\$ 9,124	80	\$59 39	\$ 4,751	\$ 13,875
Functional Analyst, Jr	GSA Schedule	Gov't	140	\$37 51	\$ 5,252	70	\$39 07	\$ 2,735	\$ 7,987
Systems/Network Architect	GSA Schedule	ARTEL	80	\$112.39	\$ 8,991	40	\$117.05	\$ 4,682	\$ 13,673
Systems/Network Architect	GSA Schedule	Gov't	140	\$107 88	\$ 15,103	70	\$112.36	\$ 7,865	\$ 22,968
IA Functional Analyst, Sr	DISA IA Contract	ARTEL	140	\$114 17	\$ 15,984	70	\$118 91	\$ 8,324	\$ 24,307
IA Functional Analyst, Sr	DISA IA Contract	Gov't	140	\$100.53	\$ 14,074	70	\$104 70	\$ 7,329	\$ 21,402
IA Functional Analyst, Int	DISA IA Contract	ARTEL	140	\$99 99	\$ 13,999	70	\$104 13	\$ 7,289	\$ 21,288
IA Functional Analyst, Int	DISA IA Contract	Gov't	140	\$81 16	\$ 11,363	70	\$84 53	\$ 5,917	\$ 17,280
IA Functional Analyst, Jr	DISA IA Contract	ARTEL	140	\$68.58	\$ 9,601	70	\$68 58	\$ 4,801	\$ 14,402
IA Functional Analyst, Jr	DISA IA Contract	Gov't	220	\$53 45	\$ 11,759	110	\$55 67	\$ 6,123	\$ 17,882
Subject Matter Expert	DISA IA Contract	Gov't	30	\$142 80	\$ 4,284	15	\$148 73	\$ 2,231	\$ 6,515
Intermediate Admin Asst	DISA IA Contract	ARTEL	140	\$49 75	\$ 6,965	70	\$51 82	\$ 3,627	\$ 10,592
Intermediate Admin Asst	DISA IA Contract	Gov't	100	\$40 39	\$ 4,039	50	\$42 07	\$ 2,103	\$ 6,142
Senior IA Analyst	DISA IA Contract	ARTEL	110	\$138 97	\$ 15,287	55	\$144 74	\$ 7,961	\$ 23,247
Senior IA Analyst	DISA IA Contract	Gov't	110	\$112 80	\$ 12,409	55	\$117 49	\$ 6,462	\$ 18,870
Intermediate IA Analyst	DISA IA Contract	ARTEL	140	\$96 95	\$ 13,573	70	\$100 98	\$ 7,068	\$ 20,642
Intermediate IA Analyst	DISA IA Contract	Gov't	170	\$85 37	\$ 14,513	85	\$88 91	\$ 7,558	\$ 22,071
Junior IA Analyst	DISA IA Contract	ARTEL	140	\$67 65	\$ 9,471	70	\$67 65	\$ 4,736	\$ 14,207
Junior IA Analyst	DISA IA Contract	Gov't	140	\$52.72	\$ 7,381	70	\$54 91	\$ 3,844	\$ 11,225
Senior Data Base Manager	DISA IA Contract	ARTEL	140	\$114.91	\$ 16,087	70	\$119 68	\$ 8,378	\$ 24,465
Senior Data Base Manager	DISA IA Contract	Gov't	140	\$93.28	\$ 13,059	70	\$97.15	\$ 6,800	\$ 19,859
Senior Systems Engineer	DISA IA Contract	ARTEL	136	\$125 88	\$ 17,120	68	\$125 88	\$ 8,560	\$ 25,680
Senior Systems Engineer	DISA IA Contract	Gov't	136	\$98.11	\$ 13,343	68	\$102.18	\$ 6,948	\$ 20,291
Intermediate Systems Engr	DISA IA Contract	ARTEL	141	\$99 99	\$ 14,099	71	\$104 13	\$ 7,341	\$ 21,440
Intermediate Systems Engr	DISA IA Contract	Gov't	141	\$81.16	\$ 11,444	71	\$84 53	\$ 5,960	\$ 17,404
Editor/Analyst (tech writer)	DISA IA Contract	ARTEL	80	\$77 39	\$ 6,191	40	\$80 60	\$ 3,224	\$ 9,415
Editor/Analyst (tech writer)	DISA IA Contract	Gov't	40	\$62.82	\$ 2,513	20	\$65 43	\$ 1,309	\$ 3,822
IA Educator	DISA IA Contract	ARTEL	80	\$93 56	\$ 7,485	40	\$93 56	\$ 3,742	\$ 11,227
			<u>4,000</u>	<u>Labor</u>	<u>348,944</u>	<u>2,000</u>		<u>180,805</u>	<u>529,749</u>
			<u>Other Direct Costs</u>						
					\$100			3,500	\$ 3,600
								\$	0
					\$100			\$3,500	\$ 3,600
					\$12			410	\$ 421
				<u>Estimated Total</u>	<u>\$349,055</u>			<u>\$184,715</u>	<u>\$533,770</u>

NRC-33-03-311
Price Schedule

Labor Category	Source	Site	OPTION YEAR 2						Grand Total
			01/01/05-07/31/05			08/01/05-12/31/05			
			Hours	Rate	Total	Hours	Rate	Total	
Program Manager	GSA Schedule	ARTEL	66	\$100.75	\$ 6,649	33	\$104.93	\$ 3,463	\$ 10,112
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$124.06	\$ 13,647	55	\$129.21	\$ 7,106	\$ 20,753
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$119.10	\$ 13,101	55	\$124.05	\$ 6,822	\$ 19,924
Functional Analyst Sr	GSA Schedule	Gov't	160	\$80.50	\$ 12,880	80	\$83.84	\$ 6,707	\$ 19,587
Functional Analyst, Int	GSA Schedule	Gov't	160	\$59.39	\$ 9,502	80	\$61.85	\$ 4,948	\$ 14,450
Functional Analyst, Jr	GSA Schedule	Gov't	140	\$39.07	\$ 5,470	70	\$40.69	\$ 2,849	\$ 8,319
Systems/Network Architect	GSA Schedule	ARTEL	80	\$117.05	\$ 9,364	40	\$121.91	\$ 4,876	\$ 14,241
Systems/Network Architect	GSA Schedule	Gov't	140	\$112.36	\$ 15,730	70	\$117.02	\$ 8,191	\$ 23,921
IA Functional Analyst, Sr	DISA IA Contract	ARTEL	140	\$118.91	\$ 16,647	70	\$123.84	\$ 8,669	\$ 25,316
IA Functional Analyst, Sr	DISA IA Contract	Gov't	140	\$104.70	\$ 14,658	70	\$109.04	\$ 7,633	\$ 22,291
IA Functional Analyst, Int	DISA IA Contract	ARTEL	140	\$99.99	\$ 13,999	70	\$104.13	\$ 7,289	\$ 21,288
IA Functional Analyst, Int	DISA IA Contract	Gov't	140	\$84.53	\$ 11,835	70	\$88.04	\$ 6,163	\$ 17,997
IA Functional Analyst, Jr	DISA IA Contract	ARTEL	140	\$68.58	\$ 9,601	70	\$68.58	\$ 4,801	\$ 14,402
IA Functional Analyst, Jr	DISA IA Contract	Gov't	220	\$55.67	\$ 12,247	110	\$57.98	\$ 6,378	\$ 18,625
Subject Matter Expert	DISA IA Contract	Gov't	30	\$148.73	\$ 4,462	15	\$154.90	\$ 2,323	\$ 6,785
Intermediate Admin Asst	DISA IA Contract	ARTEL	140	\$49.75	\$ 6,965	70	\$51.82	\$ 3,627	\$ 10,592
Intermediate Admin Asst	DISA IA Contract	Gov't	100	\$42.07	\$ 4,207	50	\$43.81	\$ 2,191	\$ 6,397
Senior IA Analyst	DISA IA Contract	ARTEL	110	\$138.97	\$ 15,287	55	\$144.74	\$ 7,961	\$ 23,247
Senior IA Analyst	DISA IA Contract	Gov't	110	\$117.49	\$ 12,923	55	\$122.36	\$ 6,730	\$ 19,653
Intermediate IA Analyst	DISA IA Contract	ARTEL	140	\$100.98	\$ 14,137	70	\$105.17	\$ 7,362	\$ 21,498
Intermediate IA Analyst	DISA IA Contract	Gov't	170	\$88.91	\$ 15,115	85	\$92.60	\$ 7,871	\$ 22,987
Junior IA Analyst	DISA IA Contract	ARTEL	140	\$67.65	\$ 9,471	70	\$67.65	\$ 4,736	\$ 14,207
Junior IA Analyst	DISA IA Contract	Gov't	140	\$54.91	\$ 7,687	70	\$57.19	\$ 4,003	\$ 11,690
Senior Data Base Manager	DISA IA Contract	ARTEL	140	\$114.91	\$ 16,087	70	\$119.68	\$ 8,378	\$ 24,465
Senior Data Base Manager	DISA IA Contract	Gov't	140	\$97.15	\$ 13,601	70	\$101.18	\$ 7,083	\$ 20,683
Senior Systems Engineer	DISA IA Contract	ARTEL	136	\$125.88	\$ 17,120	68	\$125.88	\$ 8,560	\$ 25,680
Senior Systems Engineer	DISA IA Contract	Gov't	136	\$102.18	\$ 13,897	68	\$106.42	\$ 7,237	\$ 21,133
Intermediate Systems Engr	DISA IA Contract	ARTEL	141	\$99.99	\$ 14,099	71	\$104.13	\$ 7,341	\$ 21,440
Intermediate Systems Engr	DISA IA Contract	Gov't	141	\$84.53	\$ 11,919	71	\$88.04	\$ 6,207	\$ 18,126
Editor/Analyst (tech writer)	DISA IA Contract	ARTEL	80	\$77.39	\$ 6,191	40	\$80.60	\$ 3,224	\$ 9,415
Editor/Analyst (tech writer)	DISA IA Contract	Gov't	40	\$65.43	\$ 2,617	20	\$68.15	\$ 1,363	\$ 3,980
IA Educator	DISA IA Contract	ARTEL	80	\$93.56	\$ 7,485	40	\$93.56	\$ 3,742	\$ 11,227
			<u>4,000</u>	<u>Labor</u>	<u>358,598</u>	<u>2,000</u>		<u>185,833</u>	<u>544,431</u>
				<u>Other Direct Costs</u>					
				Travel/ Per Diem	\$100			3,500	\$ 3,600
				Miscellaneous				\$	0
				Sub-Total	\$100			\$3,500	\$ 3,600
				G&A Charges on ODC	\$12			410	\$ 421
				<u>Estimated Total</u>	<u>\$358,710</u>			<u>\$189,742</u>	<u>\$548,452</u>

NRC-33-03-311
Price Schedule

Labor Category	Source	Site	OPTION YEAR 3						Grand Total
			01/01/06-07/31/06			08/01/06-12/31/06			
			Hours	Rate	Total	Hours	Rate	Total	
Program Manager	GSA Schedule	ARTEL	66	\$104.93	\$ 6,925	33	\$109.28	\$ 3,606	\$ 10,532
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$129.21	\$ 14,213	55	\$134.57	\$ 7,401	\$ 21,614
Functional Analyst, Principal	GSA Schedule	ARTEL	110	\$124.05	\$ 13,645	55	\$129.19	\$ 7,106	\$ 20,751
Functional Analyst Sr	GSA Schedule	Gov't	160	\$83.84	\$ 13,414	80	\$87.32	\$ 6,985	\$ 20,399
Functional Analyst, Int	GSA Schedule	Gov't	160	\$61.85	\$ 9,897	80	\$64.42	\$ 5,154	\$ 15,050
Functional Analyst, Jr	GSA Schedule	Gov't	140	\$40.69	\$ 5,697	70	\$42.38	\$ 2,967	\$ 8,664
Systems/Network Architect	GSA Schedule	ARTEL	80	\$121.91	\$ 9,753	40	\$126.97	\$ 5,079	\$ 14,832
Systems/Network Architect	GSA Schedule	Gov't	140	\$117.02	\$ 16,383	70	\$121.87	\$ 8,531	\$ 24,914
IA Functional Analyst, Sr	DISA IA Contract	ARTEL	140	\$123.84	\$ 17,338	70	\$128.98	\$ 9,029	\$ 26,367
IA Functional Analyst, Sr	DISA IA Contract	Gov't	140	\$109.04	\$ 15,266	70	\$113.57	\$ 7,950	\$ 23,216
IA Functional Analyst, Int	DISA IA Contract	ARTEL	140	\$99.99	\$ 13,999	70	\$104.13	\$ 7,289	\$ 21,288
IA Functional Analyst, Int	DISA IA Contract	Gov't	140	\$88.04	\$ 12,326	70	\$91.69	\$ 6,419	\$ 18,744
IA Functional Analyst, Jr	DISA IA Contract	ARTEL	140	\$68.58	\$ 9,601	70	\$68.58	\$ 4,801	\$ 14,402
IA Functional Analyst, Jr	DISA IA Contract	Gov't	220	\$57.98	\$ 12,755	110	\$60.38	\$ 6,642	\$ 19,397
Subject Matter Expert	DISA IA Contract	Gov't	30	\$154.90	\$ 4,647	15	\$161.33	\$ 2,420	\$ 7,067
Intermediate Admin Asst	DISA IA Contract	ARTEL	140	\$49.75	\$ 6,965	70	\$51.82	\$ 3,627	\$ 10,592
Intermediate Admin Asst	DISA IA Contract	Gov't	100	\$43.81	\$ 4,381	50	\$45.63	\$ 2,281	\$ 6,663
Senior IA Analyst	DISA IA Contract	ARTEL	110	\$138.97	\$ 15,287	55	\$144.74	\$ 7,961	\$ 23,247
Senior IA Analyst	DISA IA Contract	Gov't	110	\$122.36	\$ 13,460	55	\$127.44	\$ 7,009	\$ 20,469
Intermediate IA Analyst	DISA IA Contract	ARTEL	140	\$105.17	\$ 14,723	70	\$109.53	\$ 7,667	\$ 22,391
Intermediate IA Analyst	DISA IA Contract	Gov't	170	\$92.60	\$ 15,743	85	\$96.45	\$ 8,198	\$ 23,941
Junior IA Analyst	DISA IA Contract	ARTEL	140	\$67.65	\$ 9,471	70	\$67.65	\$ 4,736	\$ 14,207
Junior IA Analyst	DISA IA Contract	Gov't	140	\$57.19	\$ 8,006	70	\$59.56	\$ 4,169	\$ 12,175
Senior Data Base Manager	DISA IA Contract	ARTEL	140	\$114.91	\$ 16,087	70	\$119.68	\$ 8,378	\$ 24,465
Senior Data Base Manager	DISA IA Contract	Gov't	140	\$101.18	\$ 14,165	70	\$105.38	\$ 7,376	\$ 21,542
Senior Systems Engineer	DISA IA Contract	ARTEL	136	\$125.88	\$ 17,120	68	\$125.88	\$ 8,560	\$ 25,680
Senior Systems Engineer	DISA IA Contract	Gov't	136	\$106.42	\$ 14,473	68	\$110.84	\$ 7,537	\$ 22,010
Intermediate Systems Engr	DISA IA Contract	ARTEL	141	\$99.99	\$ 14,099	71	\$104.13	\$ 7,341	\$ 21,440
Intermediate Systems Engr	DISA IA Contract	Gov't	141	\$88.04	\$ 12,414	71	\$91.69	\$ 6,464	\$ 18,878
Editor/Analyst (tech writer)	DISA IA Contract	ARTEL	80	\$77.39	\$ 6,191	40	\$80.60	\$ 3,224	\$ 9,415
Editor/Analyst (tech writer)	DISA IA Contract	Gov't	40	\$68.15	\$ 2,726	20	\$70.97	\$ 1,419	\$ 4,145
IA Educator	DISA IA Contract	ARTEL	80	\$93.56	\$ 7,485	40	\$93.56	\$ 3,742	\$ 11,227
			<u>4,000</u>	Labor	<u>368,653</u>	<u>2,000</u>		<u>191,069</u>	<u>559,723</u>
			<u>Other Direct Costs</u>						
			Travel/ Per Diem			\$100	3,500		\$ 3,600
			Miscellaneous						\$ 0
			Sub-Total			\$100	\$3,500		\$ 3,600
			G&A Charges on ODC			\$12	410		\$ 421
			<u>Estimated Total</u>			<u>\$368,765</u>	<u>\$194,979</u>		<u>\$563,744</u>

SECTION C - CONTRACT CLAUSES

C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

C.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the

case of a contract for --

(1) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5. C-2

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor

Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.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 Nuclear Regulatory Commission the responsibility for administering contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.6 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the

contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.7 ISSUANCE OF DELIVERY ORDERS

The Project Officer will initiate delivery order requests by providing the contractor with a statement of work for the specific order. The contractor shall provide a written technical proposal and price quote within 15 days of receipt of the order request, unless otherwise directed by the PO. The technical proposal shall include the approach proposed for accomplishing the effort, a project plan, list and schedule of deliverables, and a staffing plan. Delivery orders will be funded only after PO acceptance of the proposal and quote. All delivery orders shall be prepared in accordance with FAR 16.505.

C.8 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract ceiling;

(2) Any order for a combination of items in excess of the contract ceiling;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.9 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.

The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year.

C.10 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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

C.11 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2002)

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

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) 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 and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are 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.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) 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.

(c) 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

(d) Ceiling price. The Government shall 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 shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified 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.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer 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 or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, 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.

(f) Assignment. 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.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. 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, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (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 30TH 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.

C.12 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.13 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

C.14 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.

C.15 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

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, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

- b. When NRC facilities are unavailable, the contractor's compensation and deduction policy (12/09/02), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.
- 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 situations which pose an immediate health or safety threat to employees (e.g., water emergency).
- 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.

C.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

C.17 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

C.18 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: Dan Galik
Address: U.S. Nuclear Regulatory Commission
Mailstop T6-F15
Washington, DC 20555
Telephone Number: (301) 415-6595

(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 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, 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 Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE
001	Billing Instructions
002	Delivery Order No. 1

BILLING INSTRUCTIONS - FIXED PRICE

General The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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 " These forms are available from the U.S Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office. Vouchers/Invoices shall be submitted to the following address:

U.S Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$50,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts

Agency Payment Office: U.S. Nuclear Regulatory Commission
 Division of Accounting and Finance GOV/COMM
 Mail Stop T-9H4
 Washington, DC 20555

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number and delivery order number.
2. Sequential voucher/invoice number
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

<u>Category</u>	<u>Current Hours</u>	<u>Fixed Rate</u>	<u>Current Total Billed</u>	<u>Cumulative Hours</u>	<u>Total Billed</u>
Sr. Scientist	100	35.00	\$3,500.	500	\$17,500.
Engineer	100	25.00	2,500.	100	2,500.

Total			\$6,000.		\$20,000.

6. For contractor acquired property costing \$50,000 or more and having a life expectancy of more than 1 year list each item and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

7. Weight and zone of shipment, if shipped by parcel post
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions

CONTRACT NO. NRC-33-03-311
DELIVERY ORDER NO. 1
"GISRA Remediation"
Statement of Work - February 10, 2003

SCOPE OF WORK

The Contractor (Artel, Inc.) shall assist the OCIO AIS Security Program team in the remediation of the following specific GISRA weaknesses in accordance with its proposal dated January 15, 2003, at the prices specified in the schedule.

Assist in the implementation and management of information systems security incident response procedures.

Assist in the development and refinement of vulnerability patch dissemination and tracking processes and procedures. Provide expert level security technical support for implementation of the processes and procedures. Provide expert security technical support to NRC IT project managers, systems administrators, and other NRC IT technical in the accomplishment of security patch installation, security vulnerability corrections, performing security vulnerability automated scans, server hardening, and related hands-on tasks related to the operations of network equipment such as operating systems, routers, switches, remote access devices, firewalls, intrusion detection equipment, anti-viral software, and web servers.

Provide administrative and security technical support to NRC IT project managers and systems/software application developers, in the development of project security documentation such as Risk Assessments, Security Plans, Contingency Plans, Security Test Reports, and perform IT project security certification testing, and contingency plan testing, in support of system security accreditation. (For USNRC.GOV NETWORK).

Provide assistance to OCIO in the accomplishment of AIS Security Program oversight responsibilities, to include maintenance of an IT security database and related program spreadsheet tracking systems that are used to monitor the GISRA compliance status of all NRC major applications, general support systems, and all other IT systems.

GISRA Remediation Administrative Support Tasks Related to NRC AIS Security Program Policies, Processes, and Program Oversight.

The majority of the policy and process effort will require a contractor that has expertise and experience in providing administrative support to a government program management staff. Specific experience and expertise in the field of information systems security is required. The contractor will assist the government in the development, update, staffing, and implementation of a wide set of AIS security program policy documents, security processes, and security procedures. This may include writing sections of the documents, or assisting in refinements to draft security policy documents. The support may include the production of spreadsheets, tables, or other graphics that may need to be incorporated into the written policies, processes, and procedures. Familiarity and expertise with project management software (such as Microsoft Project), word processing applications (such as Wordperfect and Microsoft Word, and presentation software (such as Powerpoint) is required. The contractor must be effective in working with other people as the policy and process activities will need to be coordinated with staffs from

internal OCIO and also with other IT project office staffs throughout NRC. The contractor will also provide assistance for all program oversight activities. This will include collection of IT security metrics data, and the maintenance of several IT security repositories and database tools that are used by OCIO staff to manage the AIS security program. The contractor will need to coordinate with IT project office staffs to collect project status information, and maintain the accuracy of all programmatic information. The contractor will help develop security documentation for NRC IT projects, including documents such as the Risk Assessment, Security Plan, Contingency Plan, and Security Certification Test Plan. The contractor will provide assistance in updating any technical or policy guidance that is maintained on an AIS security website.

The minimum requirements (standard) for the contractor staff personnel who may be proposed for this position are good oral and written communications skills, experience in providing support to government IT project management staffs, expertise and experience in the field of automated information systems security, and expertise and experience with common administrative and project management software applications, (such as Microsoft Word, Project, Excel, Powerpoint, and Wordperfect). Specific expertise and experience in the development of security documentation such as Security Plans, Risk Assessments, and Contingency Plans is also desirable. Experience in the application of the security processes and guidelines specified by the National Institute of Standards (NIST) is desirable. Experience with the policies and processes associated with systems handling classified and national security information is desirable. Certification as a certified information systems security professional (CISSP, or equivalent certification) is not mandatory, but it is desirable.

GISRA Remediation Technical Support

The contractor shall assist the OCIO AIS Security Program team in the remediation of GISRA security technical weaknesses associated with NRC applications and systems, particularly the local and wide area network. The specific weaknesses to be addressed under this delivery order are identified under "Scope." The majority of the security technical tasks will require the contractor to work closely with the government and contractor teams that are responsible for the day-to-day secure operation and maintenance of an agency-wide local and wide area network that consists of over 3000 users, with some users located at sites throughout the country. The security technical tasks will also involve providing security technical recommendations and security architecture support to IT project office staffs, and to the OCIO AIS security program management team. The contractor will assist in the correction of security technical vulnerabilities, and will help develop a more robust security alert and patch dissemination and tracking program. The contractor may be required to investigate security technical problems, obtain assistance from contractor corporate resources that may be available, and develop recommendations or written technical reports to help resolve problems or security issues. The contractor will assist in conducting system risk assessments, and in conducting automated vulnerability scans of NRC systems and networks. The contractor will assist in the correction of any identified vulnerabilities. The contractor will help define and manage a more robust, realtime, network operations security status tracking process and system, (in support of information assurance situational awareness). The contractor will assist in the development of network infrastructure security technical reports utilizing expert level security engineering support, in order to conduct assessments and analyses of emergent technical issues and problems identified by NRC staff, associated with the design or operation of the existing NRC local area and wide area network infrastructure. This will include support for all issues associated with the definition and refinement of the NRC AIS enterprise security architecture. The contractor will assist in the review of security technical weaknesses that may be identified during risk assessments or security certification testing of applications and systems, and the contractor will help to resolve the weaknesses.

The minimum requirements (standard) for the contractor staff personnel who may be proposed for this position are expertise and experience in providing hands-on security technical support in the operation and maintenance of IT systems, networks, and security technology such as firewalls, intrusion detection equipment, virtual private networks, public key infrastructure (PKI) technology, encryption products, and related security products. Other minimum requirements include excellent written and oral communications skills, and the ability to work well with others in a team environment. Experience in conducting security technical reviews, risk assessments, producing security technical reports, and experience in conducting security testing are also required. Experience as a network systems administrator in support of a large user community, is not mandatory, but it is a desirable skill. Specific expertise and experience in the development of security documentation such as AIS system certification Security Test & Evaluation (ST&E) Reports are also desirable. Certification as a certified information systems security professional (CISSP, or equivalent certification) is not mandatory, but it is desirable. Certification as a Microsoft Certified Systems Engineer (MCSE), or Certified Novell Engineer (CNE), or Cisco Certified Network Administrator (CCNA) or Engineer (CCNE), are all desirable certifications.

Table of Deliverables and Schedule of Delivery

Deliverables and due dates are summarized in the table below. Deliverable due dates are based on workdays.

Item No.	Deliverable Description	Deliverable Due Date
1	Kick-Off Meeting	5 workdays after award (project start, PS) or earlier
1a	Draft Project Plan with deliverable schedule	
2	Monthly Progress Reports	Monthly; 10 th day of each month
3	Deliver Security Technical Reports and Other Security Policy, Process, or Program Documentation	5 days after tasked by Government Project Officer, (or as directed by the Government Project Officer)

Instructions for Deliverables

Deliverables shall be delivered on the dates specified in the approved project plan and be consistent with the deliverable schedule shown in this statement of work. If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall notify the Agency Project Officer in writing with cause of delay and the proposed revised schedule. This notice shall include the impact on the overall project. The Agency Project Officer shall make a business decision about the impact of the delay and forward the impact to the Contracting Officer.

Each deliverable, including the project plan, shall first be submitted in draft for NRC review. NRC shall have 5 working days to review each draft deliverable and respond with comments or approval. Upon approval by NRC of the original draft or the corrected draft, the deliverable shall be delivered in final form to the NRC Project Officer and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the NRC Project Manager, unless otherwise indicated. All deliverables shall be formatted and prepared using Corel WordPerfect software for the documentation and reports, and Microsoft Powerpoint for the briefings. All written deliverables shall be phrased in language that can be understood by the non-

technical layperson Statistical and other technical terms used in the deliverable shall be defined in a glossary.

5.0 PERIOD OF PERFORMANCE - DELIVERY ORDER NO. 1

The period of performance for this delivery order is 12 months from initiation of the order.

6.0 ESTIMATED LEVEL OF EFFORT

The NRC's estimated level of effort for this requirement is approximately 3,000 staff-hours over the period of performance of the order. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitutes a staff year.

7.0 ORDER CEILING

The total estimated ceiling of this order is \$217,794.