NOTICE: SET-ASIDE under

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350): RATING N/A

PAGE 1 OF PAGES

2. CONTRACT NO. (Proc. Inst. Ident.): NRC-38-04-361

3. EFFECTIVE DATE: 01-01-2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: HR-04-361

5. ISSUED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2

Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5) — CODE 3100

U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2

Washington, DC 20555

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

Engineering Support Personnel, Inc.
626 164th Street, S.W.
Lynwood, WA 98037
Attn: John Russell, 407-206-3600 ext206

CODE

FACILITY CODE

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR — CODE

U.S. Nuclear Regulatory Commission
Technical Training Center
Chattanooga, Tennessee

Washington DC 20555

12. PAYMENT WILL BE MADE BY — CODE

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (insert contract or order number)

Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)( ) ☒ 41 U.S.C. 253(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA

B&R No.: 4-8415-103161 Job Code: R8471 BOC: 252A
Appn No:. 31X0200 Amount Obligated $350,000

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SBA # 1013-04-400363 See Schedule of Prices/Options in Section B.1				
				15G. TOTAL AMOUNT OF CONTRACT	

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See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

John N. Russell, VP of Simulation & Trng.

19B. NAME OF CONTRACTOR

BY See SIGNATURE PAGE
(Signature of person authorized to sign)

19C. DATE SIGNED: 23 Dec 03

20A. NAME OF CONTRACTING OFFICER

MARY H. MACE

20B. UNITED STATES OF AMERICA

BY Mary H. Mace
(Signature of Contracting Officer)

20C. DATE SIGNED: 12/22/03

STANDARD FORM 26 (REV. 4-85)

TEMPLATE - ADM001

ADM002

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NRC-38-04-361 SECTION B

PART I - THE SCHEDULE

SECTION B-SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE PERIOD					
0001	Maintenance on Reactor Simulators within Principle Period of Maintenance (PPM) on a firm-fixed price basis	12	MOS	$ 22,118	$ 265,416
0002	Maintenance on Reactor Simulators outside PPM on a labor-hour basis	30	HRS	$ 69	$ 2,070
0003	Spare and replacement parts, tools and test equipment, and vendor computer system support on a cost-type basis	1	LOT		$ 100,000
	to include handling fee of 5%				$ 5,000
OPTION PERIOD 1					
0004	Maintenance on Reactor Simulators within PPM on a firm-fixed price basis	12	MOS	$22,774	$ 273,288
0005	Maintenance on Reactor Simulators outside PPM on a labor-hour basis	30	HRS	$ 71	$ 2,130
0006	Spare and replacement parts, tools and test equipment, and vendor computer system support on a cost-type basis	1	LOT		$ 100,000
	to include handling fee of 5%				$ 5,000

OPTION PERIOD 2

0007	Maintenance on Reactor Simulators within PPM on a firm-fixed price basis	12	MOS	$ 23,449	$ 281,388
0008	Maintenance on Reactor Simulators outside PPM on a labor-hour basis	30	HRS	$ 73	$ 2,190
0009	Spare and replacement parts, tools and test equipment, and vendor computer system support on a cost-type basis	1	LOT		$100,000
	to include handling fee of 5%				$ 5,000

OPTION PERIOD 3

0010	Maintenance on Reactor Simulators within PPM on a firm-fixed price basis	12	MOS	$ 24,144	$289,728
0011	Maintenance on Reactor Simulators outside PPM on a labor-hour basis	30	HRS	$ 76	$ 2,280
0012	Spare and replacement parts, tools and test equipment, and vendor computer system support on a cost-type basis	1	LOT		$ 100,000
	to include handling fee of 5%				$ 5,000

OPTION PERIOD 4

0013	Maintenance on Reactor Simulators within PPM on a firm-fixed price basis	12	MOS	$ 24,861	$ 298,332
0014	Maintenance on Reactor Simulators outside PPM on a labor-hour basis	30	HRS	$ 78	$ 2,340

0015	Spare and replacement parts, tools and test equipment, and vendor computer system support on a cost-type basis	1	LOT	$100,000
	to include handling fee of 5%			$ 5,000

B.1 PROJECT TITLE

The title of this project is as follows:

Simulator Hardware Maintenance and Support Services

B.2 BRIEF DESCRIPTION OF WORK (Mar 1987)

The contractor shall provide preventive and corrective hardware and computer systems maintenance; procurement of spare and replacement parts, tools and test equipment and consumables; and other support services for the four full-scope control room simulators located at the Nuclear Regulatory Commission (NRC) Technical Training Center (TTC) in Chattanooga, Tennessee.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Attachment 1 for the Statement of Work

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on January 1, 2004 and will expire on one year. The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2

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

Name:	James Griffin
Address:	U.S. Nuclear Regulatory Commission Technical Training Center Chattanooga, Tennessee 37411-5677
Telephone Number:	(423) 855-6518

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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.

H.2 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.

H.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[redacted]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work

under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.4 SITE ACCESS BADGE PROCEDURES

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and

return the individual's badge to the PERSEC/DFS within three days after their termination.

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. See Attachment 1 - Statement of Work for identification
2. of Government Furnished Property
3.

(b) The above listed equipment/property is hereby transferred from contract/agreement .

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.6 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement.

Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders)who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis

(in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

H.7 GLOSSARY OF ADP TERMS (JUN 1988)

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

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

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

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

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

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

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

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

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

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

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

(k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal

Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such□ period.

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

(m) Total Monthly Charges.

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

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

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

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

H.8 SEAT BELTS

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

H.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manger to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the

completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.10 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.

H.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website,
http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUN 2003
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 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 3 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

I.3 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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

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

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

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

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

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

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

I.4 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products , or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date

will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there

was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Statement of Work - 7 Pages		
2	Billing Instructions - 3 Pages		
3.	NRC Form 187 - 2 Pages		

J.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS+4" followed by the DUNS number or ``DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

ATTACHMENT 1
STATEMENT OF WORK

C.1 BACKGROUND

The Nuclear Regulatory Commission's (NRC) Technical Training Center (TTC), located in Chattanooga, Tennessee, provides technical training to NRC personnel. Reactor training programs have involved full-scope reactor simulator training from their inception. Four full-scope control room simulators replicating the Babcock & Wilcox (B&W), General Electric (GE), Combustion Engineering (CE) and Westinghouse reactor designs have been installed at TTC. The vendors and approximate original delivery dates for the simulators are as follows: B&W - Singer, 1980;Westinghouse - Westinghouse, 1985; CE - Upgraded by ABB Combustion Engineering, 1992; GE Shoreham, BWR/4 - Singer, 1983. Simulator training is scheduled for most day shifts (8:00 am - 4:00 pm), approximately 10% of evening shifts (4:00 pm - midnight) and occasionally on night shift (midnight - 8:00 am).

Presently, all hardware maintenance and spare and replacement parts procurement for these simulators is accomplished utilizing Contractor maintenance personnel.

C.2 OBJECTIVE

The contractor shall provide technician-level maintenance support for the four full-scope, nuclear power plant simulators presently located at the TTC in Chattanooga, Tennessee, and any additional simulators which may be installed. Support will be required in the areas of preventive and corrective maintenance, spare parts purchase, installation, and accountability, vendor support, hardware modifications, and hardware configuration management control. Equipment maintained will include control panel hardware, video displays, input/output (I/O) systems, cabling and wiring, and computer systems and their peripherals.

C.3 SCOPE OF WORK

The Contractor shall provide technician level hardware maintenance and support services, as specified below, for the four full-scope control room simulators presently located at the NRC Technical Training Center in Chattanooga, Tennessee. All required tools and test equipment will be provided by the NRC or obtained through this contract or separate procurement. The Contractor shall procure spare parts, tools and test equipment, and consumables at cost plus a reasonable handling fee. The services of three full-time technicians will be required in each year of the contract.

C.3.1. The Contractor shall perform the routine hardware preventive maintenance for the TTC simulators during the principal period of maintenance. Preventive maintenance which impacts simulator availability for training shall be performed during periods when the simulators are not scheduled for training. Examples of preventive maintenance tasks include, but are not limited to:

a. On at least a weekly basis, run simulator benchboard diagnostic tests and take any resultant required actions such as:

1) Change lamps
2) Replace recorder paper, pens and ink cartridges
3) Correct stuck recorder pens and meter needles
4) Replace benchboard input/output (I/O) chips

b. On a monthly basis, check voltages and adjust, repair or replace simulator benchboard power supplies.

c. On a monthly basis, clean the benchboard external surfaces and accessible internal components.

d. Additional preventive maintenance identified by the simulator or hardware vendor, and through operating experience with the simulators.

C.3.2. The Contractor shall perform required hardware corrective maintenance for the TTC simulators. Corrective maintenance will normally be performed during the principal period of maintenance except for failures affecting simulator availability for training. Examples of corrective maintenance tasks include, but are not limited to:

a. Simulator benchboard hardware problem analysis and repair. Benchboard problems typically include the following types of faults:

1) Power supply failure - repairs may include replacement of the component from spares or repair of the power supply.
2) Chip or module failure in the benchboard I/O equipment.
3) Annunciator system failures.
4) Broken wires or cables.
5) Failed hand switches.
6) Failed recorder internal components, particularly servo motors.
7) Broken pins within connectors.
8) Failed video display terminals and monitors.
9) Additional hardware related problems identified by the simulator users and documented through the existing Simulator Action Request (SAR) procedure.

C.3.3. Simulator computer systems presently installed in TTC simulators include equipment from the following vendors:

a. Encore Real Time Computing (RSX, DEC Alpha AXP)
b. SGI (Origin 300).
c. Sun Microsystems (Ultra, Blade).
d. Compaq (DEC MicroVAX).

e. Hewlett Packard (HP 740 rack-mount workstations).
f. Various PC-compatible systems.

The Contractor shall provide routine preventive and corrective maintenance for the computer systems and their peripherals provided by Encore Real Time Computing. The maintenance shall include diagnostic analysis, troubleshooting, and repair.

The Contractor shall provide spare and replacement parts and vendor support as required for computer systems manufactured by vendors other than Encore Real Time Computing. NRC may elect to separately contract for computer system support, as has been done with computers manufactured by SGI.

C.3.4. The Contractor shall provide additional services related to the maintenance and support of the TTC simulators during the principal period of maintenance. Examples of additional services include, but are not limited to:

a. Perform monthly/quarterly consumable inventories and ensure that sufficient supplies are available. Typical items to be tracked include:

1) Lamps
2) Recorder paper, pens and ink cartridges
3) Printer ribbons and paper
4) Spare power supplies

b. Inventory and determine operability of the existing supply of spare parts for all simulators.

c. Identify suppliers for repair work and replacement parts, including costs and turnaround time, and procure appropriate spare parts to assure availability of TTC simulators for training.

d. Make modifications to simulator benchboards and install additional hardware such as switches, chart recorders, meters, and video display monitors into the existing simulator benchboards as required and approved by NRC.

e. Install upgraded or replacement equipment to improve the operability or reliability of the TTC simulators as approved by NRC. Examples of such equipment include, but are not limited to: I/O systems or components; computer systems and peripherals.

C.3.5. The Contractor shall obtain and provide simulator spare, repair parts, tools and test equipment, and vendor assistance as necessary to support the operation of TTC simulators.

a. The Contractor shall procure simulator spare and repair parts and tools and test equipment and provide them to the NRC at cost plus a reasonable handling fee.

b. The Contractor shall identify and provide vendor support for repair of TTC simulator hardware, when required, at cost plus a reasonable handling fee.

c. Each order for parts, tools or test equipment or vendor support shall be submitted to the NRC Project Officer on a standard form for review and approval prior to any order being placed.

d. The contractor shall make every effort to procure parts, tools and test equipment and vendor support at the lowest available price. This effort shall include identification of multiple suppliers for all orders, where possible. When multiple suppliers are not available, the reasons for selecting a single source shall be provided.

e. The contractor shall include any discount or rebate in the cost of the parts, tools or test equipment or services provided for the NRC.

f. For computer systems corrective maintenance requiring vendor support, the Contractor shall identify the appropriate vendor and arrange for vendor support. All such occurrences shall be approved by the Project Officer.

g. Each order for vendor support shall be submitted to the Project Officer on a standard form for review and approval prior to any order being placed.

h. The Contractor shall maintain accurate records of all purchases such that the total cost of all parts, equipment and vendor support, and the balance of remaining funds can be determined. At no time shall the Contractor provide parts or vendor support which would incur costs exceeding the funds obligated.

i. The funding for parts and vendor support will be provided by NRC as a separate line item with a maximum of $100,000.00 per contract year, including the handling fee. Funds will be obligated to this line item incrementally, as needed. Unused funds will be carried over into succeeding contract or option years.

j. All parts and consumables purchased by the Contractor or vendors from whom the contractor has obtained support with NRC funding shall remain the exclusive property of the Government.

C.3.6. Spare parts and supplies are maintained in close proximity to the appropriate simulator. Tools, test equipment and a workbench are maintained in a work room to which the contractor will be provided access. The NRC will also provide a desk, phone and personal computer for use by Contractor personnel in this workroom.

C.3.7 Following appropriate background investigations conducted in accordance with NRC policies, NRC will provide Contractor personnel unescorted access to the TTC facilities in order to perform the work specified in the contract. On-site Contractor personnel who meet NRC security and background investigation requirements will be provided an NRC contractor badge for access and identification.

Contractor personnel who do not successfully meet the NRC security and background investigation requirements shall not be granted access to the TTC facilities and may not be used by the Contractor to fulfill its obligations under this contract.

C.3.8 The Contractor shall provide three full-time (excluding federal holidays) technician-level hardware maintenance support personnel for the TTC simulators as described above in each year of the contract.

C.3.9 The Contractor shall designate one of the technicians as the on-site manager/lead technician. This individual will be the point of contact with the Project Officer for communications concerning the day-to-day implementation of the contract.

C.3.10 The Contractor shall designate a corporate contact for resolution of technical items which cannot be resolved by the on-site manager/lead technician.

C.3.11 The on-site manager/lead technician shall be identified as key personnel. Any replacement personnel shall be subject to the approval of the NRC Project Officer.

C.3.12 Contractor personnel may avail themselves of vacation time, absences because of illness, and other absences that are in accordance with Contractor's personnel policies. The Contractor on-site Manager/lead technician shall coordinate, to the maximum extent possible, the absence of Contractor personnel with the NRC Project Officer, such that Contractor personnel will be available during scheduled periods of simulator utilization. In no event shall all Contractor personnel be simultaneously unavailable during periods of simulator utilization.

C.3.13 The Contractor shall coordinate with the present hardware maintenance contractor, Pulau Electronics Corporation, to assure a smooth transfer of maintenance responsibilities with no impact on the availability of TTC simulators. The transition period shall be at least two weeks.

C.3.14 The principal period of maintenance for this contract shall be nine consecutive hours between 7:30 am noon and 4:30 pm, Monday through Friday, excluding federal holidays.

C.3.15 During periods of heavy simulator utilization, training classes are sometimes scheduled for periods other than day shift. The Contractor shall provide the services of at least one technician for nine consecutive hours between 3:00 pm and midnight during such times, as specified by the Project Officer.

C.3.16 Most corrective maintenance will be performed during the principal period of maintenance. Exceptions are failures which either occur or continue outside the principal period of maintenance, and affect simulator availability for training when the simulator is actually scheduled for training. For these situations, the contractor shall provide a procedure for on-call or backup corrective maintenance. Maximum acceptable response time for on-call corrective maintenance shall be one hour from notification. Estimated occurrences of such on-call corrective maintenance are ten per year with an average of three hours per occurrence.

C.3.17 Outside principal period of maintenance (OPPM) work will be limited to Monday through Friday unless the failure affects simulator availability for a scheduled class. In such cases OPPM maintenance will be performed on the weekend at mutually acceptable times.

C.3.18 The Contractor shall provide a monthly report documenting major work activities, number of hours worked, spare or repair parts purchased and vendor support obtained. Copies of this report are to be provided to the Project Officer and Contract Administrator.

C.3.19 The Contractor shall provide personnel with sufficient qualifications to perform the maintenance support described above. All technicians shall possess a combination of education/training and experience to demonstrate competence in the maintenance of full-scope power plant simulators or equivalent full-scope aviation or industrial simulators as described below:

a. Training and education related to the maintenance of full-scope simulator hardware and computer systems. Acceptable training includes technical or trade schools, military training and commercial training programs.

b. A minimum of two years of work experience related to the maintenance of complex electronic systems. Systems meeting this requirement must include an electronic input/output system or data acquisition system, and a real-time computer system. Persons identified as Key Personnel must meet this requirement through experience on full-scope nuclear power plant simulator hardware.

c. A minimum of four years of work experience demonstrating the ability to troubleshoot complex electronic equipment utilizing test gear such as oscilloscopes, logic analyzers, multimeters and related equipment. The experience described in b. above can satisfy this requirement on a one for one basis.

C.3.20 At least one of the technicians shall have a minimum of two years of work experience related to the maintenance, troubleshooting and repair of computer systems similar to those associated with the full-scope nuclear power plant simulators located at the TTC.

C.4 DELIVERABLES

1 Technician level maintenance support for routine preventive maintenance for TTC simulators as described in C.3.1.

2 Technician level support for corrective maintenance for TTC simulators as described in C.3.2.

3. Technician level support for preventive and corrective maintenance for the computer systems of TTC simulators as described in C.3.3.

4. Technician level support for additional services for TTC simulators as described in C.3.4.

5. Simulator spare and replacement parts, consumables, and tool and test equipment as described in C.3.5.

6. A monthly report documenting major work activities, number of hours worked , spare or repair parts purchased and vendor support obtained. Copies of this report are to be provided to the Project Officer and Contract Administratoras part of the monthly invoice.

ATTACHMENT 2
BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. 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 $5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
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: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. **Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.**

2. **Contract number.**

3. **Sequential voucher/invoice number.**

4. **Date of voucher/invoice.**

5. **Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).**

6. **Description of articles or services, quantity, unit price, and total amount.**

7. **For contractor acquired property list each item purchased costing $50,000 or more and having a life expectancy of more than 1 year 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.**

8. **Weight and zone of shipment, if shipped by parcel post.**

9. **Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**

10. **Instructions to consignee to notify the Contracting Officer of receipt of shipment.**

11. **For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL 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 contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

P:\Billing instruct FP 2003.wpd

ATTACHMENT 3

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Engineering Support Personnel, Inc.
626 164th Street S.W.
Lynnwood, WA 38037

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

HR-04-361

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
01/01/2004	12/31/2008

2. TYPE OF SUBMISSION

- [x] A. ORIGINAL
- [ ] B. REVISED (Supersedes all previous submissions)
- [ ] C. OTHER (Specify)

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
[x]		

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Simulator Hardware Maintenance

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- [ ] YES (If "YES," answer 1-7 below)
- [x] NO (If "NO," proceed to 5.C.)

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	[ ]	[ ]	[ ]	[ ]	[ ]
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	[ ]	[ ]	[ ]	[ ]	[ ]
3. GENERATION OF CLASSIFIED MATTER.	[ ]	[ ]	[ ]	[ ]	[ ]
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	[ ]	[ ]	[ ]	[ ]	[ ]
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	[ ]	[ ]	[ ]	[ ]	[ ]
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	[ ]	[ ]	[ ]	[ ]	[ ]
7. OTHER (Specify)	[ ]	[ ]	[ ]	[ ]	[ ]

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [ ] NO

C. [ ] UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. [x] UNESCORTED ACCESS TO ~~NRC HEADQUARTERS BUILDING~~. TECHNICAL TRAINING CENTER

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

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

NAME AND TITLE	SIGNATURE	DATE
N/A		

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

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

☐ AUTHORIZED CLASSIFIER (Name and Title)

☐ DIVISION OF FACILITIES AND SECURITY

N/A

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

☑ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☑ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☑ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☑ CONTRACTOR (Item 1)

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION K. A. Raglin, HR/ADTD	SIGNATURE Kenneth A. Raglin	DATE 11/12/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE F. O. Martin	DATE 11/13/03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE Robert Webber	DATE 11/17/03

REMARKS