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

1. REQUISITION NO.			BPA NO.	
2. CONTRACT NO. NRC-33-04-329	3. AWARD/EFFECTIVE DATE 05-01-2004	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. RS-CIO-04-326	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Michael Turner		b. TELEPHONE NO. (No Collect Calls) (301) 415-6535	8. OFFER DUE DATE/LOCAL TIME April 26, 2004 3:00 p.m.

9. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div of Contracts
Contract Management Center No. 1
Two White Flint North - MS T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [X] 8(A)

NAICS: 517910
SIZE STANDARD: 12.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
ATTN: George Lopez
Mail Stop, T-6-F33
Washington DC 20555

16. ADMINISTRERED BY CODE 3100

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

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

Alternative Telecommunications Solutions, Inc.
ATTN: Nadine Pressley, President
7217 Lockport Place
Suite 102

Lorton, VA 22079
TELEPHONE NO.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
ATTN: NRC-33-04-329

Washington DC 20555

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 for Schedule of Supplies/Services				

25. ACCOUNTING AND APPROPRIATION DATA
B&R#: 410-15-522-334 JOB CODE#: J1148 APPN#: 31X0200.410
BOC#: 2360 FFS#: RQ10470691 OBLG. AMT. $500,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $1,536,357.12

- [ ] 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 [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 Nadine Pressley

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Donald A. King

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) NADINE PRESSLEY - PRESIDENT

30c. DATE SIGNED 04-30-04

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King, Contracting Officer

31c. DATE SIGNED 4/30/04

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

ADM002

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B.1 PROJECT TITLE

The title of this project is as follows:

Telecommunications Support Services

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The Contractor shall furnish the necessary qulified personnel, materials, and services required to support the NRC in providing telecommunication support services as described herein.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 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 $1,536,357.12. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is $500,000.00. 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.4 SCHEDULE OF PRICES/COSTS

BASE YEAR

CLIN/Labor Category	Estimated Hours	Hourly Rate	Total Estimated Costs
001 Project Manager	[redacted]		$ 156,096.00
002 Project Administrator	[redacted]		$ 68,812.80
003 Sr. Systems Analysts	[redacted]		$ 116,544.00
004 Systems Analysts	[redacted]		$ 93,196.80
005 Comm. Tech III	[redacted]		$ 260,904.96
006 Comm. Tech II	[redacted]		$ 121,263.36

BASE YEAR (Continued)

CLIN/Labor Category	Estimated Hours	Hourly Rate	Total Estimated Costs
007 Telecom Engineer/VTC	[redacted]		$ 149,107.20
008 Help Desk Specialists/VTC	[redacted]		$ 90,432.00

009 Other Direct Costs ----Estimated Not-to-Exceed --------$ 480,000.00
(Maintenance and Material Support)
- General Use Materials and Equipment
- Telecommunications Construction Material
- Video Teleconferencing Maintenance

ESTIMATED TOTAL - BASE YEAR $1,536,357.12

OPTION YEAR ONE

CLIN/Labor Category	Estimated Hours	Hourly Rate	Total Estimated Costs
010 Project Manager	[redacted]		$ 163,900.80
011 Project Administrator	[redacted]		$ 72,253.44
012 Sr. Systems Analysts	[redacted]		$ 122,371.20
013 Systems Analysts	[redacted]		$ 97,856.64
014 Comm. Tech III	[redacted]		$ 215,938.55
015 Comm. Tech II	[redacted]		$ 83,039.04
016 Telecom Engineer/VTC	[redacted]		$ 156,562.56
017 Help Desk Specialists/VTC	[redacted]		$ 94,953.60

018 Other Direct Costs ----Estimated Not-to-Exceed --------$ 376,000.00
(Maintenance and Material Support)
- General Use Materials and Equipment
- Video Teleconferencing Maintenance

ESTIMATED TOTAL - OPTION YEAR ONE $1,382,875.83

B.5 STATEMENT OF WORK

1. INTRODUCTION

1.1 Organization

1.1.1 Identification

The United States Nuclear Regulatory Commission (NRC) is a federally mandated agency whose primary mission is to regulate the commercial use of nuclear materials within the United States. The NRC's headquarters complex is in the Washington, D.C. metropolitan area in a two building office complex and a nearby warehouse in Rockville, MD. In addition to the metropolitan offices, the NRC has four regional field offices in King of Prussia, PA; Atlanta, GA; Lisle, IL; and Arlington, TX. There is also a Technical Training Center (TTC) in Chattanooga, TN. The NRC maintains telephone and computer communication links with nuclear power sites, the Federal Computer Complex at the National Institutes of Health (NIH), several national laboratories, and other organizations.

1.1.2 Mission

The NRC is responsible for the regulation of the commercial use of nuclear materials to assure the health and safety of the public. The NRC provides licensing and regulation of nuclear reactors and industrial research use of nuclear materials, and the possession, use, processing, handling, and disposal of nuclear materials. The NRC provides implementation of rules and regulations governing licensed nuclear activities and inspections and investigations.

1.2 Scope

To marshall its resources cost-effectively, the NRC must maintain and support its Telecommunications System supporting data, voice, and video communications. The NRC's Office of the Chief Information Officer (OCIO) is responsible for managing the NRC's information resources. The OCIO provides a wide range of services, such as information systems development and maintenance, and the acquisition, management, and support of information resources. The Contractor shall provide a best level of effort to furnish all services and the supplies required to support the NRC in providing telecommunications support services as described herein.

1.3 Telecommunications Environment

The Infrastructure and Computer Operations Division, Computer Operations and Telecommunications Branch, (OCIO/ICOD/COTB), provides telecommunications services supporting voice, data and video communications at NRC headquarters buildings. The main NRC headquarters complex facility and is composed of an 18 story building, One White Flint North (OWFN), with four sub-levels and a 10 story building, Two White Flint North (TWFN), with five sub-levels supported by approximately:

An ANSI/TIA/EIA-568A structured cable plant with over 600 miles of Category 3 and 5( ) UTP, coaxial and multi-mode fiber optic cables.

7000 network drops

6000 voice drops

Campus wide multi-mode fiber optic backbone

3600 analog lines

1600 ISDN lines

T-1 circuits

Frame Relay service

Local CATV Distribution System

The NRC headquarters complex is the central hub site of the agency Wide Area Network (WAN) that links all NRC computers and workstations into a enterprise network. The WAN architecture is based on a system of Ethernet Local Area Networks (LAN)s, linked together via a system of routers, hubs, switches, and dial-up and leased circuits.

Data communications between NRC headquarters and other computing resources outside the NRC are currently performed using asynchronous dial modem communications at the lowest level to mini-to-mini and mini-to-mainframe computer communications utilizing bisynchronous communications protocol, and enterprise networks. The NRC also utilizes communications links of various speeds and protocols with other Federal Agencies and National Laboratories to enhance the agency's corporate database and perform complex mathematical and scientific modeling related to the production of nuclear energy.

The NRC local Broadband/CATV distribution system is a Mid-Split, 450 MHz, coaxial cable distribution system which collects signals from commercial television programming, local cable TV programming, satellite receiving stations, and locally originated programming and distributes these signals to individual subscribers.

For voice services at the agency's headquarters location, the NRC participates in GSA's Washington Interagency Telecommunications System (WITS2001) and Federal Technology Service (FTS2001) programs that provide for local and long distance telephone service to federal customers in the Washington area.

2.0 GENERAL TASK REQUIREMENT

2.1 Technical Services

These specifications prescribe the work effort to be performed and the technical and operational parameters to be met in satisfying the requirements. This task requires a best level of effort for on-site telecommunications support services at NRC headquarters to provide the following services:

(a) Design, installation, troubleshooting, diagnostics and maintenance of the NRC inside and outside cable plant supporting voice, data and video communications as it evolves over the period of the contract. This task provides for the installation, maintenance, upgrade, expansion, addition and replacement of all cable plant components including but not limited to cable, connectors, termination blocks, equipment cabinets, patch panels, patch cords, ground systems and power supplies as needed.

(b) Installation, trouble-shooting, diagnostics and maintenance of all communications links, lines, circuits and related communications equipment used to support voice and data services, minicomputer data communications and video teleconferencing operations.

Note: This task does not include support for LAN/WAN communications and network administration, operation and maintenance of network systems such as network hubs, switches, routers or personal computer systems.

(c) Installation, troubleshooting, diagnostics and maintenance of NRC voice analog and digital telephone service (dial-tone) and all of it's component systems and equipment starting at the Service Provider (SP) demarcation point.

(d) Design, installation, diagnostics, maintenance and repair of the NRC Broadband/CATV network systems and components such as, signal processors and television modulators/demodulators, amplifiers, extenders and taps and various makes and models of power supplies.

The contractor shall determine and perform system tests, if any, are required by the FCC or other Government agency to ensure the proper operation of the Broadband/CATV network.

(e) Development of standard cabling configurations; the selection and implementation of new standards (testing, interfaces, multiple access units, wire-types, cable-types, fiber- types, connectors, switches, protocols, etc.); integration of new hardware; development and implementation of a more comprehensive testing and monitoring capabilities

(f) Responsibility for the installation and cabling for new telecommunications devices such to include but nor limited to, multiplexers, switches, concentrators, hubs, and audio and video teleconferencing systems.

(g) Troubleshoot telecommunications system, equipment and networks. Recommend routine and remedial action to correct failures or shortcoming(s). Perform routine and remedial maintenance procedures to the component level. Does not include maintenance that requires proprietary or original equipment manufacturer training.

(h) Video Conferencing support services including installation, configuration, scheduling, transport, and diagnostics of video conferencing systems and equipment. Establish video conferences within and outside the agency testing video conferencing system as needed with participants in advance of scheduled video conferences to determine compatibility with existing NRC systems and equipment.

(i) Develop and maintain telecommunications infrastructure database containing cable plant records, telephone and circuit assignments, cable numbers, size, pairs assigned, and related information.

(j) Develop and maintain telecommunications system and project drawings and as-builts depicting the routing of cables, placement of terminals, splice points, and all major telecommunications system components.

(k) Serve as the NRC's agent to procure all Telecommunications System-related hardware and software, such as, but not limited to; copper and fiber cable, terminators, test equipment, terminators, and other auxiliary hardware and software needed to support the Telecommunications system and infrastructure.

2.2. Operations and Administration

The Contractor shall provide operations and administrative support for the Telecommunication System at NRC Headquarters. Operations and Administrative support includes, but is not limited to: managing and administering requests for service, tracking service problems and measuring the Mean Time To Repair and Mean Time Between Failures, providing information on configuration changes, and supporting NRC in planning and implementing major moves, adds, and changes to the Telecommunications System. The mix of hardware components will change as the Telecommunications infrastructure evolves to meet the NRC's changing requirements. The Contractor shall support the installation of future Telecommunications components as they are required.

The Contractor shall utilize the NRC's Customer Support Center (CSC) tracking system, to track requests and ensure that all requests for service and problems are responded to in a timely manner and properly closed out in when completed. If the problem is in a component outside of the Telecommunications infrastructure, the Contractor shall return it promptly to the Customer Support Center (CSC) for assignment to other support groups (e.g., Network Operations Center, Network Administrator, PC support, etc.).

The Contractor shall perform order entry activities including using the Verizon Service@Once Operating System Software to place requests for moves, adds, and changes to existing WITS services, confirming receipt of new services, service changes, and disconnect orders.

Develop and maintain telecommunications infrastructure database containing cable plant records, telephone and circuit assignments, cable numbers, size, pairs assigned, and related information. Recorded information shall include but is not limited to the following:

Outlet Number

Building/Room

Riser Pairs/House Pairs

Closet Location

Patch Panel Location(s)

User Name

User Location

Hardware component information including: component name, location, model number, version or revision number, setup, and hardware and software information such as port number or interrupt.

2.2.1 Requests for Service

Requests for Service usually are for a planned future activity. They differ from failures in that they normally do not require immediate response. The Contractor shall respond to requests for services from the NRC Customer Support Center (CSC) which serves as the primary point of contact for requesting support services from the Office of the Chief Information Officer (OCIO).

The Contractor shall perform routine services on the Telecommunications System, such as installing, de-installing or moving telephone or workstation cabling. Under normal conditions, these activities shall be completed within five working days of the receipt of the request. Employee moves shall be completed within ten working days. The NRC may re-prioritize requests for service as necessary to satisfy the NRC mission. The Contractor shall be responsible for making any necessary infrastructure changes and shall be responsible for providing up-to-date Telecommunications System configuration information to NRC. The Contractor shall coordinate the scheduling of work with other groups performing complementary services, i.e. furniture movers, electricians, network workstation and server support Contractors, etc. to the extent possible to ensure a successful completion of the service request and a satisfied customer.

SPECIAL NOTE: Due to certain mission requirements, the NRC may occasionally be deeply and centrally involved in very high priority efforts. These efforts are referred to as events. An example of a major event was the Three Mile Island nuclear reactor accident which occurred in 1978. In such situations, specifically identified by the NRC Project Officer, the Contractor shall be required to make extraordinary efforts to provide round- the-clock support services and maintenance. The Contractor may also be required to purchase and install equipment in an absolute minimum of time and to participate in maintenance tasks at very high priority, all unconstrained by normal work hours. Less critical events which may require similar extraordinary support might be virus attacks, hacker intrusions and natural disasters. The NRC will expect priority support from the Contractor for such events.

2.2.2 Trouble Resolution

During the Principal Period of Maintenance (PPM), the Contractor shall provide qualified on-site staff to identify and correct telecommunications service problems and satisfy the hardware maintenance response and Telecommunications System availability requirements specified in the following paragraphs. For this task order, the PPM is defined as 0700 to 1700 Eastern Time, Monday through Friday excluding government holidays for NRC.

The Contractor shall provide repair services for all Telecommunications infrastructure components. The Contractor shall maintain certain equipment associated with the Telecommunications infrastructure, including, but not limited to: telephones, modems, facsimile machines, multiplexors, channel service units (CSU's), digital service units (DSU's), broadband video systems, audio conference systems, and TDD systems. Excluded from this task is hardware maintenance for workstations, servers and other LAN systems and equipment.

The Contractor shall perform trouble and/or fault isolation and diagnostic testing for the Telecommunications System equipment supporting analog and digital voice, data and video requirements. Adjustments or minor repairs that do not interfere with any warranty program are permitted. NRC test equipment shall be used. If additional equipment is required, it shall be procured as a part of the hardware procurement activity of this task, subject to the approval of the NRC Project Officer.

Maintenance of all components will be limited to replacing user accessible parts (e.g., system cards, power supplies, etc.) or entire units as appropriate, or sending units out for repair under warranty or NRC authorized purchase agreements. Contractor performed board-level repairs or repairs requiring specialized repair tools or equipment shall not be performed as part of this task

Troubles with the telecommunication infrastructure are generally reported by users to the NRC's Customer Support Center (CSC). The CSC Help Desk provides a single point of contact for Headquarters user questions and service requests, coordinates support activities with other support components, and confirms customer satisfaction with service provided. This is the initial point of contact for end-user problem reporting. The Contractor will generally receive trouble tickets directly from the CSC and shall respond with the appropriate actions and update the ticket with the appropriate status information.

The Contractor shall:

(a) Respond to trouble tickets initiated by the Customer Support Center (CSC). The Contractor shall respond to trouble tickets from the CSC, the NRC Project Officer and other parties identified by the NRC Project Officer.

(b) Coordinate with the Customer Support Center (CSC) and other Contractors as required to resolve problems

SPECIAL NOTE: The focal point for prioritizing problems shall be the NRC Project Officer or his/her designated alternate. The status of all open Telecommunications infrastructure related problems shall be tracked and reported to the NRC Project Officer weekly with plans for resolution.

2.2.2.1 Failure Definitions

Maintenance response and service restoration time requirements are dependent on the classification of the failure. There are two failure classifications - critical and non-critical.

- Critical failures are defined as failures of voice or network components that affect more than one user. Excluded are "new" features implemented for less than a week.

- Non-critical failures are those that affect only a single user or new functions under test.

The failure of voice or network services in the Commissioner's office, the Executive Director for Operations' office, or in the Office of the Secretary of the Commission, or any other location designated by the NRC Project Officer, shall be considered a critical failure.

2.2.2.2 Repair Response Time and Service Restoration Requirements

Response time and efficiency of service restoration affect network availability. To ensure this availability, the Contractor shall develop standard procedures requiring the on-site technician to escalate the priority of a task after one hour of work. For example, if the on-site technician has not identified the specific problem and determined the exact fix, or cannot identify the immediate resolution of a problem at the end of the first hour, the technician shall request assistance.

For non-critical failures, the Contractor shall restore service within four hours elapsed time within the PPM (or at a later time as approved by the NRC Project Officer). For example, a failure reported to the Contractor at 4 PM on Friday shall be repaired by 10 AM Monday based on one hour Friday (4 to 5 PM) and three hours Monday (7 to 10AM).

For critical failures, restoration of service shall be a priority issue regardless of the time of day or day of the week. During the PPM, the Contractor shall respond immediately to a critical failure. Outside the PPM, the Contractor shall be on-site within one hour of being notified of a critical failure. In both instances, the Contractor shall be prepared to work until service is restored. If equipment repair would take longer than replacing the network component with a functional substitute, the substitute shall be used.

2.2.3 Maintenance Reporting Requirements

Whenever the Contractor is called to make a repair, the Contractor shall open a trouble ticket in the CSC tracking system. The Contractor shall use the CSC tracking system to document maintenance coordination with the NRC and other Contractors and, when the problem is resolved, close out the trouble ticket. The CSC tracking system is the current, designated problem tracking system at the NRC. In the future other trouble ticket systems may be developed and used.

The Contractor shall document all trouble calls and the substitution of equipment using NRC forms and methods to document maintenance calls handled and maintenance actions taken. All such documentation shall be monitored for trend analysis.

The Contractor shall obtain written approval from the NRC Project Officer or designated point of contact prior to performing maintenance if:

(a) The cumulative cost of the repairs exceeds the cost of the hardware being repaired

(b) The cost to repair is expected to exceed $200; and/or

(c) The estimated problem resolution time is expected to exceed the allowed service restoration time limits.

The Contractor shall conduct a weekly Status Meeting with the NRC which shall be a summary of the current open problems and status, covering mean-time-to-repair (MTTR) and mean-time- between-failure (MTBF) information for critical Telecommunications System components, and which shall address how well the Telecommunications System is

providing 99.8% availability and propose the necessary remedial activities, if below that goal.

2.3 Telecommunications System Implementation

At the direction of the NRC Project Officer, the Contractor shall provide support for major Telecommunications Systems implementation projects. This shall include but not be limited to major moves, adds, changes, and upgrades to the system.

Major Telecommunications System implementation projects shall follow a life-cycle that contains a sequence of activities. The number and scope of activities shall vary from project-to-project based on the degree of complexity and customization required. In some cases additional activities may be required. In other cases where the implementation is judged by the NRC Project Officer to be straightforward, the number of steps may be greatly reduced.

All Contractor Telecommunications System implementation projects shall encompass/include the stages described below. If appropriate, specific stages may be skipped at the direction of the NRC Project Officer.

(a) The NRC Project Officer directs the Contractor to implement a specific change or expansion of the Telecommunications System.

(b) The Contractor validates the requirements and prepares a detailed Functional Requirements Specification (including the hardware and software functionality). The requirements validation may include meeting with individual NRC offices, as necessary, to obtain additional definition of the requirements.

(c) The NRC Project Officer reviews the Functional Requirements Specification and approves it (as is or with modification).

(d) The Contractor may be requested to develop alternative conceptual designs and, in a report to the NRC Project Officer, recommend a specific design approach. The report shall include, but not be limited to: the expected costs of each alternative and the advantages and disadvantages of each alternative.

(e) NRC Project Officer will review the alternative conceptual designs and will select an alternative (as is or with modification) and direct the Contractor to proceed.

(f) The Contractor shall develop an Acquisition Plan and a preliminary Implementation Plan. The Acquisition Plan shall give details on the expected hardware, software, maintenance and other related costs. The preliminary Implementation Plan shall outline the essential implementation activities and proposed staffing and schedule for the completed project.

(g) The NRC Project Officer reviews and approves the Acquisition Plan (as is or with modifications) and preliminary Implementation Plan as written or with modification. The NRC Project Officer determines whether some or all of the hardware or software will be procured under this contract or through other existing government contracts. The hardware, software and services to be procured under this contract will be determined by the NRC Project Officer.

(h) The Contractor shall develop a full Implementation Plan including a schedule. (i) The NRC Project Officer reviews and approves the Implementation Plan (as is or with modification). Once approved by the NRC Project Officer, the Contractor shall execute the plan as written and manage the project to completion.

(j) The Contractor shall report the status of the project in the Monthly Technical and Financial Status report and at bi-weekly informal presentations.

2.3.1 Telecommunications System Project Implementation Plans

The Contractor shall ensure that the NRC is fully and accurately informed of the status of all Telecommunications System implementation projects. Prior to the purchase of hardware, software or services for introduction of a new capability into the network, the Contractor must have an Implementation Plan approved by the NRC Project Officer.

Implementation Plans shall contain the following:

(a) Source of components (existing NRC contract(s), competitive procurement, etc.)

(b) Process for assembly, staging and testing the new hardware

(c) Schedule for installation of the components so as to minimize the impact on the NRC day-to-day operation

(d) Plan for the indoctrination of LAN and Regional LAN Administrators, UNIX System Administrators, NCC staff, other Contractors, and NRC Training personnel with respect to the new capabilities

(e) Estimated cost of the implementation and any incremental operational support required

(f) NRC resources required to support the implementation including notification of users

(g) Expected changes needed CSC Help Desk Standard Operating Procedures

(h) Any other information needed for the NRC Project Officer to track the project against the approved schedule.

Implementation Plans shall be developed in response to approved NRC Project Officer directives.

3.0 GENERAL MANAGEMENT REQUIREMENTS

The intent of this contract is to provide the best overall product or service to the NRC. This means that all products and services delivered to the NRC must undergo a quality assurance process. Documentation media requirements will be specific in each delivery order.

3.1 Quality Assurance

The Contractor shall be responsible for the implementation of a quality assurance program through which all products and services must pass prior to delivery to the Government. The Contractor shall establish quality assurance methods and procedures which demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract. The Contractor's quality assurance program shall establish, document and maintain a system of records to allow the monitoring of the quality assurance program effectiveness. The records are to be maintained at the Contractor's task site(s) location. Access to such records will be provided to authorized Government representatives and copies shall be provided to the Government, upon request by a proper authority, at no additional cost to the Government.

Quality assurance records maintained will document the quality assurance process the Contractor followed to ensure that all tasks, including all products and services under each task, represented the best product the Contractor was capable of delivering.

(a) Personnel. Problems encountered should be documented and the appropriate Government personnel kept informed. Inadequacies of assigned personnel must be documented.

(b) Schedules. Timeliness in meeting goals and variances from schedules must be documented to allow examination of problems and preparation of alternatives and/or application of extra resources to meet schedules.

(c) Costs. Records must indicate any potential problems that may result in variances in the agreed upon funding and provide documentation as to any problems encountered with funding

3.2 Drawings

The Contractor shall, upon completion of the task/project furnish to the NRC PO one set of the Contract project drawings marked (red line) and one set of as-built drawings to show the routing of cables, placement of terminals, all splice points, and all major components in accordance with the work request. The red-lined plant-in-place drawings and red-lined project drawings shall be submitted to the NRC 30 days after installation is completed. The final as-built drawings in Computer Aided Design (CAD) format shall be submitted to the NRC within 60 days after installation is completed. The drawings are contingent upon the NRC PO furnishing the Contractor with original documents and/or CAD drawing files for the project.

3.2.2 CAD Compatibility

The Contractor shall use AutoCAD 2000 release or a fully compatible CAD package to create or update the drawings.

3.2.3 CAD Standards

Where applicable, the Contractor produced drawings shall meet the standards and guidelines set forth in ANSI Y32.9-1972, IEEE-315-1975, and IEEE-315A-1994.

3.2.4 Publications

Make recommendations and assist the NRC in the development of publications, visual information, and graphics imagery within the scope of the contract. Examples include but are not limited to: handbooks, client guides, telephone directories, marketing and promotional materials.

3.3 Construction Requirements

The Contractor shall install outlets, connectors and cable terminations in the NRC facilities as prescribed in references listed in section 6, "Standards and References". This may include installation in walls, workstation conduits or troughs. The Contractor shall use care and adhere to safety standards in the removal and replacement of ceiling tiles. The contractor shall remove all debris and scrap wire and materials generated in the performance of this specification.

The Contractor shall repair and return to original condition, at no cost to the government, all surfaces (to include, but not limited to floors, walls, ceilings, doors and windows) which are damaged or marred by Contractor personnel.

The Contractor shall ensure all work areas are left broom-clean and free of debris. Upon completion of the project, all tools, equipment, and excess materials shall be removed from the premises by the Contractor.

3.4 Telecommunications Facilities Maintenance

The Contractor shall be responsible for ensuring all telecommunications facilities and storage areas are maintained in a clean and orderly fashion, broom-clean and free of debris and trash. The contractor shall inspect all telecommunications facilities weekly to ensure:

Debris and trash have been removed Lighting is operational Locks are operational Floors are broom-clean and free of debris and trash

The contractor shall request support from NRC building services for all maintenance and repairs of building items in telecommunications facilities such as lighting, locks and floor clearing. A current status of each room including all pending maintenance and repairs actions shall be provided on a weekly basis by email to the NRC Project Officer.

3.5 Hardware Procurement

The Contractor shall provide the NRC with a listing of any nonstandard tools and specialized test equipment not normally maintained in the Contractor's inventory but which are required for performance of activities under this task order. Any tools, equipment, instruments and materials purchased under this contract shall become property of the NRC. If prior approval is obtained from the NRC Project Officer, the Contractor shall be reimbursed for the lease of specialized test equipment and shipping charges, upon receipt of a properly executed invoice.

The Contractor shall act as the NRC's agent in establishing a relationship with vendors for NRC identified Telecommunications System components used on NRC networks to ensure that the Contractor has access to engineering changes, modifications, upgrades and timely problem assistance. Any licenses, service contracts, etc. developed as a result of this direction shall be the property of the NRC.

In addition, the NRC may direct the purchase of commercial documentation to support training efforts. All items procured shall be with the approval of the NRC Project Officer in accordance with FAR 52.244-2, Subcontracts Cost-Reimbursement and Letter Contracts. The Contractor shall provide the most current versions of all manuals and publications for all hardware and software procured under this contract. The Contractor shall not procure any hardware or software without the approval of the NRC.

As enhancements, additions and new capabilities are made to the Telecommunications System, the Contractor shall procure new components. The hardware may be required to meet special project requirements, enhancement and expansion of the existing telecommunications system and the installation of new technologies.

When procuring items for maintenance of existing equipment or to augment existing network capacity, the Contractor shall procure items that are functionally interchangeable with existing standard equipment, i.e., identical form, fit and function.

The Contractor shall provide the NRC with recommendations on acquiring the most cost- effective hardware products. The Contractor shall develop functional specifications for the procurement, as needed and approved by the NRC Project Officer. The Contractor shall procure the agreed upon hardware under the basic contract as directed by the NRC Project Officer.

The Contractor shall certify to the NRC Project officer that hardware purchased is compatible with NRC's strategic objectives and complies with NRC- approved programs and plans for the Telecommunications System. Configuration control and as-installed documentation shall be the responsibility of the Contractor. The Contractor shall provide complete traceability and other information on each procurement. The documentation maintained shall be presented to the NRC Project Officer upon request.

All items procured shall be the property of the NRC and shall be turned over to the NRC at the end of the contract or upon request. In addition, any items that are accountable property shall be coordinated through the NRC Property Management Office such that the item can be properly tagged and entered into the NRC real property inventory system.

The Contractor will be reimbursed for materials, equipment and shipping charges, upon receipt of a properly executed invoice.

The Contractor shall procure materials and equipment at the most advantageous prices available with due regard to securing prompt delivery, cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. All excess material will be returned to the NRC and will be maintained as shop stores/spares to be issued on subsequent requests.

The NRC's Project Officer shall provide prior approval for all Contractor procurement actions for purchases and/or lease of materials and equipment in the amount of $100.00 or more. For the purpose of this task order, minor materials and equipment are those which cost $100.00 or less, and major materials and equipment are those which cost $100.01 or more.

The Contractor shall provide the NRC Project Officer with a list of all materials purchased as orders are placed. This list shall include vendor item description, unit price, total price, NRC work order number for which materials will be used, and a distinct customer order/reference number to be supplied to the vendor. The NRC work order is an internal NRC document for performing daily activities against this Work Request.

3.6 Equipment Repair/Calibration

At the request of the NRC, the Contractor shall coordinate the repair of Telecommunications equipment under warranty according to instructions received from the appropriate manufacturer or vendor. The Contractor shall maintain a record and monitor the status of all Telecommunications equipment returned to the manufacturer or vendor for repair or replacement, until restored to operation.

The Contractor shall provide for the yearly (or manufacturere recommended time perioed) electronic system calibration of NRC-furnished test equipment including the following:

(d) Wavetek Lantek Pro Cable Testers (2)

(e) Tektronix ISDN Test Set

(f) TTC Firebird 6000

(g) HP 54600A Oscilloscope

(h) HP Calan Model 2010 Signal Level Meter

(i) Wavetek Signal Generator LT-1000

(j) Wavetek Signal Level Detector CLI-950

The Contractor shall establish a calibration schedule for the NRC Furnished Equipment according to manufacturers' and FCC specifications. All charges for the required calibration of equipment shall be paid by the NRC upon receipt of a properly executed invoice and calibration certification.

3.7 Inventory Management

The Contractor shall perform inventory management, and warehousing distribution functions for all equipment/systems, parts and materials supplied by the NRC for the Contractors use, infrastructure items permanently/temporarily under the Contractors control and items procured by the Contractor for the NRC.

This activity covers all information processing for assets within the supply chain such as order taking and placement, receipt and issue, warehousing, location of inventory, inventory management, distribution, asset visibility and tracking, electronic commerce links, supply chain decision support tools and providing advice to all in the supply chain.

The contractor shall provide the NRC with a listing of any nonstandard tools and specialized test equipment not normally maintained in the contractor's inventory but which are required for performance of activities under this task order. Any tools, equipment, instruments and materials purchased under this contract shall become property of the NRC. If prior approval is obtained from the NRC Project Officer, the contractor shall be reimbursed for the lease of specialized test equipment and shipping charges, upon receipt of a properly executed invoice.

3.8 Project Management

The Contractor shall designate a Contractor program management liaison to facilitate Government-Contractor interface and mutual understanding of the program. The primary function of the designated liaison shall be to act as the technical and managerial interface between the Contractor PMO and the Government.

The Contractor shall provide personnel resources, management systems, and facilities to successfully plan, organize, staff, direct, and control the work effort for the implementation of this contract. The Contractor shall also manage a large number of multiple, simultaneous telecommunications system design and installation projects of varying complexity and at various locations as required in the DO. The Contractor shall provide program and project level data in accordance with the SOW management reporting. The Contractor shall possess the capability for the execution of multiple, simultaneous inside and outside plant cable jobs.

The Contractor shall participate in daily status meetings with the help desks, weekly meetings with the NRC and other formal meetings as required and directed by the NRC. The Contractor shall report monthly progress and financial performance for all activities under the contract in the Monthly Technical and Financial Status Report.

3.9 Staffing

The Contractor shall provide the NRC Project Officer with a roster of personnel assigned to respond to after hours requirements and emergencies. The contractor shall assign pagers to on-call personnel that can be contacted by the NRC.

3.9.1 Staff Orientation

The Contractor shall educate their staff to the mission and organization of the NRC, the purpose and scope of the contract, and the Contractor's organization to accomplish the tasks in the contract. This orientation shall also ensure that Contractor staff are aware of acceptable behavior and performance standards. It shall emphasize that staff members are expected to take ownership of problems and work with the users until the problem is successfully resolved even if that involves coordinating with other Contractors or NRC organizations. One of the objectives of this orientation is to ensure the staff understands that if they are first on the scene they are the owner of the problem and therefore they are to ensure the problem is resolved to the customer's satisfaction, not just passed off to someone else for resolution.

Quality customer service, sensitivity training, or similar staff orientation plans shall be updated as the Contractor "learns" the NRC environment and shall be given to all new Contractor staff members throughout the life of the contract.

3.9.2 Subcontractors

If subcontractors are used, the Contractor shall integrate subcontractor performance into the overall program/project accomplishment described in the Program Management Plan.

3.9.2 Performance and Conduct

3.9.2.1 The Contractor shall perform all work under this SOW in a skillful and professional manner in accordance with the standards and practices documented and/or accepted by industry or otherwise specified herein. The Government reserves the right to require the Contractor to remove from the project any employee the CO deems careless, is identified by competent authority as not conforming to required safety standards, or who is officially cited for performing or acting in an objectionable manner, thus effecting the work or safety of others. Such notice will be presented in writing.

3.9.2.2 Safety Standards

The Contractor and all of his personnel shall adhere to Public Law 91-596, 1926.956, 1910.146 Occupational Safety and Health Administration (OSHA) standards, and Telecommunication Standard 29CFR1910.268, as well as Fire and Local Safety Regulations for the site specified within the DO.

3.9.2.2.1 Mishap Reporting

The Contractor shall report to the PO all Contractor related mishaps which results in personal injury, Government property damage, and/or financial loss due to the work performed. The Contractor shall, in coordination with the PO, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The Contractor and related subcontractors shall support the Government, as required, in the mishap investigation by all Government organizations.

3.9.2.2.2 Safety and Health

The Contractor shall meet with Local Safety and Bioenvironmental Personnel during the site surveys to determine any potential issues with the projected work areas that may contain asbestos, hazardous materials, or hazardous wastes. The Contractor shall follow procedures established by the local Safety and Health Officials.

3.9.2.1.3. Safety Requirements for Construction

The Contractor shall obtain a Clearance Request prior to any trenching, digging, or modifying at any Government facility. The Contractor shall ensure all open trenches and open holes are properly protected by use of barricades and warning signs. At night, the installed barricades shall be equipped with a flashing light. The Contractor in coordination with the PO, shall coordinate with the local Safety and Health Officials (for procedures and testing on entering confined spaces) prior to entry into any confined spaces (e.g., manholes, tunnels, vaults, etc.) and take necessary precaution(s) as required.

3.8.2.1.4 Subcontractor Safety

The Contractor shall be responsible for ensuring subcontractors provide the necessary support to satisfy the safety and health requirements set forth in this SOW and those specified by Local Safety and Health Officials. The Contractor shall include a stipulation that all subcontractors comply with the local safety and health provisions and this SOW.

3.9.2.1.5 Disposal of Waste Material

All Government-owned condemned, or salvageable materials and all debris resulting from the execution of a Government site via this contract shall be disposed of by the Contractor as follows:

3.9.2.1.5.1 Disposition of Recovered Materials

The Contractor shall dispose of all Government-owned, condemned materials recovered in the course of DO performance as directed following local procedures. In no case shall salvageable materials be disposed of in Government waste containers.

3.9.2.1.5.2 Debris

All debris shall be delivered to the location specified by the DAO.

3.10 Monthly Technical and Financial Status Reports

The Contractor shall submit a monthly progress report to the NRC not later than the 15th of the following month to include but not limited to:

A summary of accomplishments and projected completion of all ongoing activities

An overview of activities planned for the following period

Number of Work Orders completed

Number of Work Orders pending

Parts and materials ordered

Parts and materials received

Labor, parts and materials expended

Equipment sent out for repair by NRC tag number Equipment received from repair by NRC tag number

NRC equipment (by NRC tag number)

Damaged/broken NRC equipment to be disposed of (by NRC tag number)

Two copies of the Contractor maintained inventory

Items of Special Note

Remarks

In addition, the Contractor shall provide information on the Video Teleconferencing Network to include:

event/alarm summary with recommendations, actions taken and results summary of maintenance records with outage statistics that show the specific reasons for each outage, the total duration of the system outage and procedures used to restore the system

Included in the monthly reports shall be staff hours expended against specific tasks or projects; expenditures for travel, subcontracts, equipment, and software purchased; funds spent and available on each task under the contract; and any reports deemed necessary by the NRC to monitor Contractor performance. This deliverable will be submitted in hard copy and in electronic format.

3.10.1 Ad Hoc Reports

The Contractor shall provide ad-hoc reports, written procedures and plans, and other documents as deemed by the Contractor or the NRC to be necessary for the sound operation of NRC's Telecommunications System. These shall be reviewed and approved by the NRC Project Officer.

3.11 Quality Assurance

The NRC is very concerned that the support supplied by the Contractor shall be of the highest possible quality. To ensure the highest possible quality, the Contractor shall address quality as an implied component of all other tasks and services requested in this Statement of Work and delivered throughout the life of the contract. The NRC's goal is to achieve 100% customer satisfaction for its users, and the Contractor shall provide support that enables this level of quality to be attained.

NRC's goal is to provide 100% customer satisfaction to its end-users, its licensees, and the general public accessing NRC systems. The Contractor shall develop service goals that include, at a minimum, customer satisfaction factors, "time to repair" factors and Telecommunications System performance factors. The Contractor shall develop and implement operating procedures designed to meet these service goals and shall develop and implement a method of measuring and tracking performance against the goals. All Contractor activities shall be in compliance with the NRC's quality assurance goal of providing 100% customer satisfaction. Workmanship performance for all Contractor efforts shall comply with

current government and industry standards delineated in Section 7 of this document.

3.12 Expertise

See Work Requests.

3.13 Unique Services

As may be identified in individual Work Requests.

3.14 Travel

No travel is anticipated.

3.15 Contractor Supplied Facilities, Supplies and Services

The Contractor shall furnish all personnel, supervision, and management required to perform under this contract. Supplies required for Contractor personnel to perform work on this contract at the Contractor's facilities shall be provided by the Contractor.

3.16 Clean Up

The Contractor shall maintain his installation and storage areas free from accumulation of waste material and rubbish. Upon completion of all work or the end of the work day, all tools, equipment, and materials shall be stored in a secure area. After completion, the work areas shall be left in a clean and unobstructive condition.

4.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION

The Contractor shall identify, on the Work Definition Form, the type, amount and time frame for any required government resources, including those listed below.

4.1 Facilities, Supplies and Services

The NRC will provide on-site office space and furnishings (workstation furniture, chairs, telephones) for Contractor personnel. The NRC shall provide sufficient office space to support management and administration activities and appropriate storage space for spare parts and equipment and technician work areas.

Additionally, the NRC will provide other support hardware and software to include appropriate computers/workstations and network equipment and connections for all Contractor personnel located in NRC space. NRC will also provide paper, pencils and related office supplies for the on-site staff. Employees on NRC sites may use NRC copying machines and facsimile transmission capabilities as required, on a limited, non-interfering basis and exclusively for official business.

The NRC will review the availability of General Purpose test equipment and tools for assignment/loan to the Contractor. Once a complete list has been developed, the Contractor must acknowledge receipt and assume responsibility for all equipment and tools by signing a "Receipt for Government Furnished Equipment" to be kept on file with the Agency Representative until all equipment and tools have been returned.

5.0 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: George W. Lopez, Senior Telecommunications Specialist, ADDRESS: U.S. Nuclear Regulatory Commission, Infrastructure Operations Branch, Information Technology Infrastructure Division, Office of the Chief Information Officer, Internet Address: gwl@nrc.gov, 11545 Rockville Pike, MS-T6F33, Rockville, MD 20852, Telephone Number: (301) 415-7225 (Voice) - (301) 415-5077 (Fax)

NAME: James C. Corbett, Chief (ALTERNATE, ADDRESS: U.S. Nuclear Regulatory Commission, Computer Operations and Telecommunications Branch, Infrastructure and Computer Operations Division, Office of the Chief Information Officer, Internet Address: jcc1@nrc.gov, 11545 Rockville Pike, MS-T6F33, Rockville, MD 20852, Telephone Number: (301) 415-7500 (Voice) - (301) 415-5077 (Fax)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e- mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."

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

5.1 Place of Performance

Work is to be performed on-site at the following government installations:

US Nuclear Regulatory Commission Headquarters Complex 11545 & 11555 Rockville Pike Rockville, Maryland 20852

and at additional NRC and NRC Contractor locations when appropriate to the requirements of the NRC.

5.2 Hours of Work

5.2.1 Regular Hours

Contractor personnel sufficient to meet all requirements of the Statement of Work shall be on- site during the Principal Period of Maintenance. In addition, installations may be scheduled outside of the PPM to avoid service interruptions. These will be scheduled ahead and agreed to by the NRC PO and will be considered regular hours.

5.2.2 On-Call Requirements

Outside of the Principal Period of Maintenance, the Contractor shall provide on-call personnel that can be on-site within one hour of being notified of a critical failure. On-call personnel shall be required to use a pager and to provide return call acknowledgment notification immediately after receiving a pager request. The Contractor shall provide the NRC Project Officer with points of contact for after hours on-site maintenance service. This shall include both primary and alternate telephone numbers.

5.3 2052.204-70 Security

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

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

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must

provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

5.3.1 Badge Requirements for Unescorted Building Access to NRC Facilities

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

5.3.2 Security Requirements for Information Technology Access Approval

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

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

SECURITY REQUIREMENTS FOR LEVEL I

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

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

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement.

Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

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

SECURITY REQUIREMENTS FOR LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI). A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

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

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

5.3.3 Appropriate use of Government Furnished Information Technology (IT) Equipment and/or IT Services/Access

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

6.0 SPECIAL INSTRUCTIONS

6.1 Unique Reporting Requirements

During the execution of task assignments the Contractor shall conduct, at a minimum, meetings every week between Contractor personnel and key NRC personnel. These meetings shall take place at the NRC's office.

The Contractor shall submit monthly labor hours report(s) and a monthly Technical and Financial Status Report to the NRC. Prior to the payment being authorized, the NRC Project Officer must certify that all deliverables that have been identified in the contract have been properly received and meet the technical standards and specifications required. Progress reports must be certified by the NRC Project Officer to show that progress is of sufficient nature to warrant payment under the terms and conditions of the contract and are of such technical quality to be of value to the Government.

6.2 Technology Refreshment Substitutions

During the course of the resulting contract, the Contractor shall propose for the Government's consideration Technology Refreshment Substitutions for any provided product(s) and/or service(s) that may become available as a result of technological improvements. The Government may, at any time during the term of the resulting contract and/or any extension thereof, modify the resulting contract to acquire products and/or services which are similar to those under the basic contract and that the Contractor has formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a Live Test Demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed substitution.

Such substitutions may include any part of, or all of, a given system provided that the following considerations are met and substantiated by documentation in the Technological Refreshment Substitution proposal:

The proposed product(s) and/or service(s) shall meet all of the technical specifications of this statement of work, including having been formally announced.

The proposed product(s) and/or service(s) shall have capacity, performance, and/or functional characteristics equal to, better than, and/or greater than the then currently installed product(s) and/or service(s) to be replaced.

The proposal shall discuss the impact on training, maintenance, documentation, other software and/or hardware, existing data and/or database files not specifically addressed in the substitution proposal shall be borne entirely by the Contractor. The substitution(s) shall be at least as (or more) cost effective than the product and/or service to be replaced.

7.0 STANDARDS AND REFERENCES

Adherence with the current editions of the following standards and references is required:

Telecommunications Industry Association/ Electronic Industries Alliance (TIA/ EIA):)

- TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant OFSTP-7 (February 2002)

- TIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant OFSTP-14 (August 1998)

- TIA/EIA-568-1 Commercial Building Telecommunications Cabling Standard Part 1: General Requirements (February 2003)

- TIA/EIA-568-2 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components (January 2003)

- TIA/EIA-568-3 Optical Fiber Cabling Components Standard (April 2002)

- TIA/EIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces (December 2001)

- TIA/EIA-570 Residential Telecommunications Cabling Standard (July 2002)

- TIA/EIA-598 Optical Fiber Cable Color Coding (December 2001)

- TIA/EIA-606 Administration Standard for Commercial Telecommunications Infrastructure (May 2002)

- J-STD-607 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)

- TIA/EIA-758 Customer-Owned Outside Plant Telecommunications Cabling Standard (April 1999)

- BICSI: Telecommunications Distribution Methods Manual (TDMM), Current Edition

- National Electric Code (NEC): NFPA-70, Current Edition

- Federal Information Processing Standards

- FED-STD 1037B Glossary of Telecommunications Terms

In accomplishing the work specified herein, the Contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the Contractor shall be responsible for recommending to the NRC the applicable standards, specifications or criteria obtaining approval from the NRC PO before proceeding with performance.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far

52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I (APR 1984)	JUN 2003

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is

shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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: [Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

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

[X] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[X] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[X] (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

[X] (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[] (22)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

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

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

[] (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C.

2307(f)).

[] (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

[] (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

C.5 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

Although the U.S. Small Business Administration (SBA) may not be identified in Block 17a of the award document, SBA remains the prime contractor and Alternative Telecommunications Solutions, Inc., is the subcontractor in accordance with the SBA/NRC Partnership Agreement dated September 27, 2000. The SBA WDO Requirement No. is 0353-04-403568.

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 through .

(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 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 , 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 N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within 1 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 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.8 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE III (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be

purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing from the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 2 years.

C.10 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond April 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.12 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.13 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

C.14 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

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

C.15 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).

C.16 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4- character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) 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.

(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).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

C.17 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 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 supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(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 supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due 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 within 30 days of the submission of the Contractor's 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 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.18 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at $50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between $500 and $49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of $50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of $50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

C.19 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on May 1, 2004 and will expire on April 30, 2005. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 1 year.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(1) Billing Instructions (2) NRC Form 187 (3) CSP