

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

1. REQUISITION NO. NSR-04-540 BPA NO.

2. CONTRACT NO. NRC-07-04-540 3. AWARD/EFFECTIVE DATE SEP 29 2004 4. ORDER NO. MODIFICATION NO. 5. SOLICITATION NO. RS-NSR-04-540 - 8/12/2004 6. SOLICITATION ISSUE DATE 08-06-2004

7. FOR SOLICITATION INFORMATION CALL: a. NAME N/A b. TELEPHONE NO. (No Collect Calls) (301) 415-1253 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 1 - Team Mail Stop: T-7-I2 Washington, DC 20555 10. THIS ACQUISITION IS  UNRESTRICTED  SET ASIDE: % FOR  SMALL BUSINESS  HUBZONE SMALL BUSINESS  8(A) NAICS: 561499 SIZE STANDARD: 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS Net 30 days. 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE U.S. Nuclear Regulatory Commission Office of Nuclear Safety and Incident Response ATTN: N. Fontaine (MS: T-2-D15) Washington DC 20555 16. ADMINISTERED BY CODE 3100 U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 1 - Team A Mail Stop: T-7-I2 Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE ALTERNATIVE TELECOMMUNICATION SOLUTIONS, INC. 7217 LOCKPORT PLACE, SUITE 100 LORTON VA 220791584 18a. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-07-04-540 Washington DC 20555

TELEPHONE NO.  17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the technical proposal of Alternative Telecommunication Services, Inc. (ATSI) dated 8/31/2004 which is hereby incorporated by reference and made a part hereof this contract, to provide the NRC with telecommunication support services in accordance with the attached Statement of Work (Refer to Section D, Attachment 1).				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 411-15-131-385 R1121 252A 31X0200.411 OBLIGATE: \$564,866.00 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$749,948.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 N/A OFFER DATED 08-31-2004 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) Robert B. Webber 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) NADINE PRESSLEY-PRESIDENT 30c. DATE SIGNED 30 SEP 2004 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robert B. Webber Contracting officer 31c. DATE SIGNED 9/30/04

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Refer to Attachment for Statement of Work and Schedule of Prices/Costs.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL	<input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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**SECTION B - CONTINUATION BLOCK****B.1 PROJECT TITLE**

The title of this project is as follows:

"SECURE VIDEO TELECONFERENCING SYSTEM AND SUPPORT SERVICES"

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE 1 (JUN 1988)****(a) Brief description of work:**

The Contractor shall provide qualified personnel and supplies to maintain and operate the Security Video Teleconferencing System (SVTC) at three (3) loations at NRC Headquarters and to assist with troubleshooting SVTC at the four NRC Regional Offices.

(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 \$749,948.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$564,866.00. 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 SCOPE OF WORK**

Refer to Attachment 1 for the Scope of Work.

**B.5 PROJECT OFFICER AUTHORITY (FEB 2004)**

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

Name: Nancy Fontaine

Address: U.S. Nuclear Regulatory Commission  
ONSIR  
Mail Stop: T-2-D15  
Washington, DC 20555

Telephone Number: 301-415-1253

(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.â€œ□

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

#### **B.6 2052.204.70 SECURITY (MAR 2004)**

(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 sensitive unclassified information (e.g., Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor 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.

**B.7 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)**

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.

**B.8 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (FEB 2004)**

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, 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 Single Scope Background Investigation(SSBI)

for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

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 submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." 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 investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204.70 cleared 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 classified information; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card/key badges.

#### **B.9 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### **B.10 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL**

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

b. When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

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

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

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

**B.11 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on September 29, 2004 and will expire on September 28, 2006. 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.

**B.12 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (2 copies)

(b) Contracting Officer (1 copy)

## SECTION C - CONTRACT CLAUSES

## C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

## C.2 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>

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003

## C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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.]

(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.

(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.

(iii) Alternate II (MAR 2004) 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.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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.

- (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).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 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).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 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).
- (21)(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)).
- (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

- (23)(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.
- (24) 52.225-5, Trade Agreements (JUN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (28) 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)).
- (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (34)(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 (May 2004) (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 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

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

(f) 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.

#### **C.5 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 September 29, 2004 through September 28, 2006.

(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.6 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 N/A, 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 N/A 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 N/A 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.7 52.216-21 REQUIREMENTS (OCT 1995)  
ALTERNATE I (APR 1984)**

(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 estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(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 for 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 .

#### **C.8 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**C.9 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.10 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.11 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.12 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment 1: Statement of Work

Attachment 2: Schedule of Prices/Costs

Attachment 3: Billing Instructions

Attachment 4: Form 187

**Statement of Work  
For  
U.S. Nuclear Regulatory Commission  
Nuclear Security and Incident Response (NSIR)  
Secure Video Teleconferencing Support Services**

**1. INTRODUCTION**

**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 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 Office of Nuclear Security and Incident Response (NSIR) develops overall agency policy and provides management direction for evaluation and assessment of technical issues involving security at nuclear facilities, and is the agency safeguards and security interface with the Department of Homeland Security (DHS), the intelligence and law enforcement communities, Department of Energy (DOE), and other agencies. NSIR develops and directs the NRC program for response to incidents, and is the agency incident response interface with the DHS, Federal Emergency Management Agency (FEMA) and other Federal agencies.

**2. SCOPE**

NRC will be installing secure video teleconferencing (SVTC) in approximately 12 locations throughout Headquarters and our Regional Offices.

The Contractor shall provide qualified personnel and supplies to maintain and operate the SVTC systems at three (3) locations at NRC Headquarters and to assist with troubleshooting SVTC at the four NRC Regional Offices.

**2.1 Technical Services**

The Contractor shall provide on-site telecommunications support services at NRC Headquarters as follows:

- (a) Facilitate, operate, troubleshoot, perform diagnostics, and maintenance of all secure video conference component systems and equipment.
- (b) Provide secure video teleconferencing support services including providing recommendations on installation and configuration; scheduling coordination; and transport and diagnostics of secure VTC systems and equipment. Establish secure video conferences within and outside the agency, testing secure video conferencing

system as needed with participants in advance of scheduled video conferences to determine compatibility with existing NRC systems and equipment.

(c) Develop a procedures manual delineating roles and responsibilities and procedures supporting NSIR operational requirements.

(d) Serve as the NRC/NSIR agent to procure all video conference system-related hardware and software needed to support the video conference system and infrastructure.

## 2.2 Operations and Administration

The Contractor shall follow the procedures for operating a secure VTC session that will be provided. Procedures include, but are not limited to, 1) description/summary; 2) participants; 3) bandwidth requirements; 4) special requirements; 5) issues; 6) after meeting summary.

### 2.2.1 Principal Period of Operation (PPO)

The PPO is defined as 0800 to 1700 Eastern Time, Monday through Friday, excluding government holidays for NRC.

## 3. PROJECT MANAGEMENT

All work performed under this contract shall be directed by the NRC Project Officer or designated alternate(s).

The Contractor shall manage all staff provided under this contract.

The Contractor shall participate in 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.

### 3.1 Staffing

The Contractor shall provide on-call personnel with pagers so that Contractor personnel can be contacted by the NRC.

### 3.2 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 is 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 that staff understands that if they are first on the scene they are the owner of the problem and therefore, 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.

### 3.2.1 Performance and Conduct

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.

### 3.3 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 in a format determined by the NRC Project Officer. The report shall provide a summary of accomplishments and projected completion of all ongoing activities and an overview of activities planned for the following period in accordance with the SOW including, but not limited to, the following information:

- Number of video conferences scheduled
- Number of video conferences completed
- Labor, parts and materials expended
- 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
- Systems Equipment Status
- Communications Circuits Status
- Parts and materials ordered
- Parts and materials received
- Equipment sent out for repair by NRC tag number
- Equipment received from repair by NRC tag number
- NRC equipment Inventory (by NRC tag number)
- Items of Special Note
- Remarks

Included in the monthly reports shall be staff hours expended, 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 electronic format.

### 3.4 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 and implement operating procedures designed to meet this service goal and shall develop and implement a method of measuring and tracking performance against this goal.

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 6 of this document.

#### **4. Deliverables**

##### **4.1 Deliverable Items**

(a) Monthly Reports (see 3.3 Monthly Technical and Financial Status Reports)

##### **4.2 Travel and Per Diem**

No travel is anticipated. However, if the NRC deems travel is necessary, all travel must be approved, in advance, by the NRC Project Officer.

Any request by the Contractor for travel shall specify the following:

- Name of cities to be visited
- Number of trips to each city
- Expected length of each trip
- Number of people making each trip
- Purpose of each trip

##### **4.3 Contractor Supplied Facilities, Supplies and Services**

The Contractor shall furnish all personnel, supervision, and management required to perform the services 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.

#### **5. Government Furnished Resources**

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

##### **5.1 Facilities, Supplies and Services**

The NRC will provide on-site office space and furnishings (workstation furniture, chairs, and telephones) for Contractor personnel. 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.

## 5.2 Technical Direction

Performance of work under this contract shall be subject to the technical direction of the NRC PO who will verbally and/or in writing provide information pertaining to the technical or functional environment or to specific requirements as necessary for performance of work under this task order.

The term "Technical Direction" is defined to include, without limitation, the following:

- Direction to the Contractor which redirect the contract effort, shift work emphasis between work areas of tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statement of work.
- Provision of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- The review and approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the NRC under the contract.

## 5.3 Documentation

The NRC will provide the Contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the Contractor will remain the property of the NRC.

## 6. Administrative Considerations

None.

## 6.2 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.

### 6.3 Hours of Work

#### 6.3.1 Regular Hours

Contractor personnel sufficient to meet all requirements of the Statement of Work shall be on-site from 8:00am to 5pm, Monday through Friday excluding Government Holidays. VTC support service may be required outside of regular work hour's schedule.

#### 6.3.2 On-Call Requirements

Outside of the Principal Period of Operation, the Contractor shall provide on-call personnel that can be on-site within one hour of being notified of a critical requirement. 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 requirements. This shall include both primary and alternate telephone numbers.

### 6.4 Duration of Contract

(THIS SECTION INTENTIONALLY LEFT BLANK.)

### 6.5 Security and Privacy

#### 6.5.1 Clearances

All personnel who are assigned to perform work for the NRC under this task will require an NRC "Q" clearance since they may have access to SECRET-Restricted Data information. Once all SVTC locations have been installed, there will be a requirement to have personnel cleared to the TOP SECRET - Sensitive Compartmented Information (TS-SCI) level. Contractor personnel assigned to this will be subject to NRC security screening requirements for access to NRC sensitive automated information systems and data, and for continuous unescorted access to NRC headquarters buildings.

All personnel performing on this contract will be required to have a 'Q' security. Once all locations for the secure video teleconferencing system are operational, there will be a requirement to have some or all personnel be cleared for TOP SECRET - Sensitive Compartmented Information (TS-SCI). The contractor employee shall submit a completed security forms packet, including the SF-86, 'Questionnaire for National Security Positions' and fingerprint charts, through the Project Officer to Security Branch, Division of Facilities and Security, Office of Administration for review. A contractor shall not have access to classified information or systems specified under this contract until he/she is granted a 'Q' security clearance based on a favorably adjudicated Single Scope Background Investigation (SSBI) in accordance with the procedures set forth in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years.

## **6.5.2 Privacy Act**

NRC data may contain classified information and may not be disclosed to parties. Contractor personnel will be asked to sign a non-disclosure agreement as a condition of working on this contract.

## **6.5.3 Security Responsibilities**

The Contractor shall support NRC's Network Security policies, particularly in protecting passwords and limiting access to cabling closets and common carrier demarcation locations.

## **7. Special Instructions**

### **7.1 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 Headquarters office.

## **8. Standards and References**

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

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

- 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.

**ATTACHMENT 2**

**SCHEDULE OF PRICES/COSTS**

**BASE YEAR (September 29, 2004 through September 28, 2006)**

<b>LABOR CATEGORY</b>	<b>ESTIMATED HOURS</b>	<b>FIXED HOURLY RATE</b>	<b>TOTAL ESTIMATED COST</b>
Supervisory Proj. Mgr.	400	\$81.30	\$ 32,520.00
Telecom Engr.	2,000	\$77.66	\$155,320.00
Senior System Analyst	2,000	\$60.70	\$121,400.00
Other Direct Costs: Hardware/Software (NTE)			\$ 50,000.00*
Travel (NTE)			\$ 8,000.00**
Year One (1) Total Estimated Cost:			\$367,240.000

<b>LABOR CATEGORY</b>	<b>ESTIMATED HOURS</b>	<b>FIXED HOURLY RATE</b>	<b>TOTAL ESTIMATED COST</b>
Supervisory Proj. Mgr.	400	\$85.37	\$ 34,148.00
Telecom Engr.	2,000	\$81.54	\$163,080.00
Senior System Analyst	2,000	\$63.74	\$127,480.00
Other Direct Costs: Hardware/Software (NTE)			\$ 50,000.00*
Travel (NTE)			\$ 8,000.00**
Year Two (2) Total Estimated Cost:			\$382,708.00

**TOTAL ESTIMATED COST OF TWO-YEAR BASE PERIOD: \$749,948.00**

\*Other Direct Costs (ODC) include hardware and software needed for on-going support of the SVTC system and troubleshooting, as well as diagnostics and maintenance of the system. The Contractor may bill the Government an additional 3.5% material and handling charge, per invoice submission, however, the total amount of this line item, shall not exceeded \$50,000.00 for the base year of the contract and \$50,000.00 for the option year.

\*\*Not to Exceed

**OPTION YEAR 1: September 28, 2006 through September 29, 2007**

<b>LABOR CATEGORY</b>	<b>ESTIMATED HOURS</b>	<b>FIXED HOURLY RATE</b>	<b>TOTAL ESTIMATED COST</b>
Supervisory Proj. Mgr.	400	\$89.63	\$ 35,852.00
Telecom Engr.	2,000	\$85.62	\$171,240.00
Senior System Analyst	2,000	\$66.92	\$133,840.00
Other Direct Costs: Hardware/Software (NTE)			\$ 50,000.00*
Travel (NTE)			\$ 8,000.00**
Option Period - Total Estimated Cost:			\$398,932.00

**\*Other Direct Costs (ODC) include hardware and software needed for on-going support of the SVTC system and troubleshooting, as well as diagnostics and maintenance of the system. The Contractor may bill the Government an additional 3.5% material and handling charge, per invoice submission, however, the total amount of this line item, shall not exceeded \$50,000.00 for the base year of the contract and \$50,000.00 for the option year.**

**\*\*Not to Exceed**

## ATTACHMENT 3

### BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

**General:** The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Number of Copies:** An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop T-7-1-2  
Washington, D.C. 20555

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

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

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

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

Billing Instructions  
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

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

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

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

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES  
AND  
SERVICES OTHER THAN PERSONAL**

**(SAMPLE FORMAT - COVER SHEET)**

Official Agency Billing Office  
U.S. Nuclear Regulatory Commission  
Division of Contracts and Property  
Management MS: T-7-12  
Washington, DC 20555-0001

(a) Purchase Order No:  
(b) Voucher/Invoice No:  
(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice  
Name:  
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period  
\_\_\_\_\_ to \_\_\_\_\_.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

NRC FORM 187  
(1-2000)  
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

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

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

ATSI

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

B. PROJECTED START DATE

06/01/2004

C. PROJECTED COMPLETION DATE

09/30/2006

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY

B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION






2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)






3. GENERATION OF CLASSIFIED MATTER.






4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.






5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.






6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.






7. OTHER (Specify) **TS/SCI**






B. IS FACILITY CLEARANCE REQUIRED?  YES  NO

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

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE  <p style="text-align: center;"><b>A. Lynn Silvious, Chief, Information Security Section</b></p>	SIGNATURE  	DATE  <p style="text-align: center;">5/16/04</p>
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

**EO 12958 as amended  
Director of Central Intelligence Directives (DCID)**

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

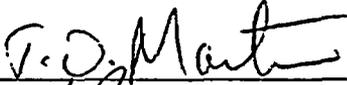
<input checked="" type="checkbox"/> AUTHORIZED CLASSIFIER (Name and Title)  <p style="text-align: center;"><b>A. Lynn Silvious, Chief Information Security Section</b></p>	<input type="checkbox"/> DIVISION OF FACILITIES AND SECURITY
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**9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)**

<input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 10A)	<input checked="" type="checkbox"/> DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
<input checked="" type="checkbox"/> DIVISION OF FACILITIES AND SECURITY (Item 10B)	<input checked="" type="checkbox"/> CONTRACTOR (Item 1)
<input type="checkbox"/> SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.	

**10. APPROVALS**

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  	SIGNATURE  ROY P ZIMMERMAN	DATE  8/19/04
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  Thomas O. Martin	SIGNATURE  	DATE  8/20/04
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  Kathryn O. Greene	SIGNATURE  	DATE  8/25/04

REMARKS