

3. CONTRACT NO. (Proc. Inv. (485)) **NRC-33-05-372** 4. EFFECTIVE DATE **05-27-2005** 5. REQUISITION/PURCHASE REQUEST/PROJECT NO. **CIO-05-372**

6. ISSUED BY **U.S. Nuclear Regulatory Commission** CODE **3100** 7. ADMINISTERED BY **U.S. Nuclear Regulatory Commission** CODE **3100**
 Division of Contracts
 Contract Management Branch 3
 Mail Stop T-7-22
 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, County, State and ZIP Code)
NATIVE INTELLIGENCE INC
4048 HERITAGE HILL LN
ELICOTT CITY MD 210421205

8. DELIVERY
 FOB DUNN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30 days.

10. SUBMIT INVOICES (4 copies in less than 10 days after invoice) TO THE ADDRESS SHOWN IN:
 CODE **3100** FACILITY CODE

11. EMPLOYER/TOWNSHIP FOR **U.S. Nuclear Regulatory Commission** CODE **3100**
 Office of Information Services
 ATTN: Louis Grozman
 Mail Stop: T-6-D1
 Washington DC 20555

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission** CODE **3100**
 Payment Team, Mail Stop T-9-M-4
 Attn: NRC-33-05-372
 Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION.
 10 USC 2304(x) 41 USC 2304(c)

14. ACCOUNTING AND APPROPRIATION DATA
 510-15-503-328 01100 252A 31X0200.510
 OBLIGATED: 570,000.00

15A. ITEM NO.	15B. SUPPLIER/SERVICE	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Native Intelligence, Inc. shall provide to the U.S. Nuclear Regulatory Commission, the services delineated in the attached statement of work for the project entitled "Computer Security Awareness Services" at the fixed unit prices reflected in the schedule of prices/costs. Prime Contractor: U.S. Small Business Administration - Ref No. 0173-03-504719 Baltimore District Office City Crescent Building, 6th Floor/Baltimore, MD 21201				

15G. TOTAL AMOUNT OF CONTRACT **\$70,300.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.)
 Contractor agrees to furnish and deliver or have or perform all the services for both of ORDINARY identified areas and any continuation areas for a continuation period. The terms and conditions of the contract shall be subject to and governed by the following documents: (a) the award contract, (b) the solicitation, if any, and (c) such printed, non-proprietary, specifications, and specifications, as are attached or incorporated by reference thereto. (Attachments are 2305 terms)

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

19A. NAME AND TITLE OF SIGNER (Type or Print) **K RUDDLPH, PRESIDENT**

19B. NAME OF CONTRACTING OFFICER
Robert D. Webber
 Contracting Officer

19C. NAME OF CONTRACTOR BY **K Rudolph** 19D. DATE SIGNED **9.28.05**

19E. NAME OF CONTRACTOR BY **[Signature]** 19F. DATE SIGNED **9/29/05**

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

"COMPUTER SECURITY AWARENESS SERVICES"

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

Under this contract, the Contractor shall update and license a customized web-based computer security awareness course for End-Users, System Administrators, and Information System Security Officers, which shall be Shareable Content Object Reference Model (SCORM) compliant. In addition, as an optional requirement, the contractor may be required to develop additional computer security awareness courses, develop a computer security awareness video, and provide additional licenses for NRC's use of the course modules.

(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

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$70,000.00. 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 \$70,000.00. The Contracting Officer may order 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

Refer to Section J - List of Attachments for the Schedule of Prices which is delineated as Attachment 1.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

Refer to Section J - List of Attachments for the Statement of Work which is delineated as Attachment 2.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.246-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

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

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on September 30, 2005 and will expire on September 28, 2006. The term of this contract may be extended at the option of the Government for an additional four one-year option periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: Louis Grosman

Address: U.S. Nuclear
Office of Information Services
Mail Stop: T-6-D1
Washington, D.C. 20555

Telephone Number: (301) 415-5826

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the 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.

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

*To be incorporated into any resultant contract

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 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.

H.2 2052.204-70 SECURITY

Refer to Section J - List of Attachments for this clause (Attachment 4).

H.3 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

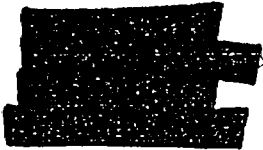
Refer to Section J - List of Attachments for this clause (Attachment 5).

H.4 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

Refer to Section J - List of Attachments for this clause (Attachment 6).

H.5 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less

effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

H.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)

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

A contractor employee shall not have access to NRC facilities 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. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 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. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and

two FD.258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.8 SEAT BELTS

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

H.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

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

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of

contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.204-7	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.249-1	TERMINATION FOR CONVENIENCE OF THE	APR 1984

52.249-8
52.253-1GOVERNMENT (FIXED-PRICE) (SHORT FORM)
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
COMPUTER GENERATED FORMSAPR 1984
JAN 1991**I.2 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 .

**I.3 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 two (2) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (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 five (5) years.

I.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 U.S. 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 U.S. 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 U.S. 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 U.S. 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.

I.5 52.219-17 SECTION 8(A) AWARD (DEC 1996)

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

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

(2) Except for novation agreements and advance payments, delegates to the U.S. 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 U.S. 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 U.S. Nuclear Regulatory Commission.

1.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the amount presently obligated (Refer to SF26). The Government's obligation for performance of this contract beyond the obligated amount 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 the amount presently obligated, 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.

1.7 52.232-25 PROMPT PAYMENT (OCT 2003)

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of

the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment 1 - Schedule of Prices

Attachment 2 - Statement of Work

Attachment 3 - NRC Form 187 - Contract Security and/or Classification Requirements

Attachment 4 - 2052.204-70 Security

Attachment 5 - Security Requirements for Information Technology Access Approval

Attachment 6 - Security Requirements for Building Access Approval

Attachment 7 - Billing Instructions for Fixed Price Contracts

ATTACHMENT 1

B.1 SCHEDULE OF PRICES

The Contractor shall provide the following services to the U.S. Nuclear Regulatory Commission at the firm fixed unit price reflected in the Schedule below. The estimated quantity for each Task shall not exceed one (1).

<u>Tasks</u>	<u>Base Year 1</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>	<u>Option Year 4</u>
Task 1: Update and License a SCORM compliant customized web-based computer security awareness course for end users (Revised annually) (Refer to Paragraph C.3.2.1)	\$30,000	\$25,000	\$25,000	\$25,000	\$25,000
Task 2: Update and License a SCORM compliant customized web-based computer security awareness course for System Administrators (Revised every 3 years only) (Refer to Paragraph C.3.2.1)	N/A	N/A	\$22,000	N/A	N/A
Task 3: Update and License a SCORM compliant customized web-based computer security awareness course for Information System Security Officers (ISSO) (Revised every 3 years only) (Refer to Paragraph C.3.2.1)	\$30,000	N/A	N/A	\$25,000	N/A
Task 4: Convert current customized web-based System Administrator computer security awareness course to be SCORM compliant (Refer to Paragraph C.3.2.1)	\$10,000	N/A	N/A	N/A	N/A
Task 5: (Optional) Development of SCORM compliant customized web-based computer security awareness course(s) to meet future requirements needed to comply with changes in Federal laws and regulations. (Refer to Paragraph C.3.2.2)	\$30,000*	\$ N/A	N/A	\$ 25,000*	N/A
Task 6: (Optional) Develop Computer Security Awareness Video (Refer to Paragraph C.3.2.3)	\$75,000*	N/A	N/A	N/A	N/A
Task 7: (Optional) Additional Licenses (Refer to Paragraph C.3.2.4)	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75
Total Price:	\$70,000*	\$25,000	\$47,000*	\$50,000	\$25,000

*Not included in the ceiling amount of the contract. To be included upon exercise of the optional requirement and/or the option year.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. BACKGROUND

Federal Information Security Management Act of 2002; OMB Circular A-130 (Management of Federal Information Resources); other Federal legislation, policies, guidelines, standards and regulations; and the Nuclear Regulatory Commission's (NRC) Management Directives require the management and administration of an Automated Information Systems Security Program to protect the confidentiality, integrity, and availability of Information Technology (IT) resources, e.g., data, hardware, software, and communications.

The Office of Information Services (OIS) is responsible for guiding the NRC in the effective and efficient use and integration of appropriate information technologies to enhance the accomplishment of the NRC mission. A portion of those responsibilities involve computer security administration, handled by the Computer Security Team (CST) of the Program Management, Policy Development, and Analysis Staff (PMAS).

Part of the responsibilities of the CST in administering the NRC Computer Security Program is ensuring that computer security awareness activities are provided for all NRC personnel. The Federal Information Security Management Act of 2002 requires mandatory periodic training for every employee with access to Federal computer systems. NRC has included this guidance in Management Directive 12.5 "NRC Automated Information Security Program".

C.2 OBJECTIVE

The objective of this contract is to allow a Contractor to provide services related to web-based computer security awareness training modules. Specifically, the contractor shall:

- Task 1: Update and License a Shareable Content Object Reference Model (SCORM) compliant customized web-based computer security awareness course for end users.
-
- Task 2: Update and License a SCORM compliant customized web-based computer security awareness course for System Administrators
-
- Task 3: Update and License a SCORM compliant customized web-based computer security awareness course for Information System Security Officers (ISSO).
- Task 4: Convert the current System Administrator customized web-based computer security awareness course to be SCORM compliant.

(OPTIONAL TASK)

- Task 5: Develop and license additional SCORM compliant customized web-based computer security awareness courses to meet future requirements needed to comply with changes in Federal laws and regulations.
-

(OPTIONAL TASK)

- Task 6: Various offices, including the OIS, Division of Human Resources (HR), and NRC's Regional Headquarters, have employed the existing videotape, entitled "You are the Key to NRC Computer Security" over the past three years. However, policy and technology continually change, and a new version of the tape is required. CST requests an updated computer security awareness video which can be used at NRC headquarters and in its Regions through the OIS as part of the new employee orientation program and computer security refresher briefings.

(OPTIONAL TASK)

- o Task 7: The contractor shall provide usage of the course modules in excess of 4,000 users.

C.3 SCOPE OF WORK

The contractor shall perform the following work as delineated below in support of web-based computer security training. All courses shall meet or exceed the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. In addition, all courses shall include the appropriate Privacy Act Statement which will be provided by the NRC Project Officer.

The web-based courses and video shall fulfill the objectives outlined in C.3.1 and the work requirements outlined in C.3.2.

C.3.1 Task 1, Task 2, Task 3, Task 4, and Task 5 (OPTIONAL):

Update and License SCORM compliant customized Web-based computer security awareness courses for End Users, System Administrators, Information System Security Officers (ISSOs), and miscellaneous SCORM compliant customized Web-based computer security awareness courses that may be required in the future to comply with changes in laws and regulations.

The NRC must provide computer security awareness activities and courses for NRC employees and contractors who are involved with the management, use, or operation of NRC computer systems. Therefore, at a minimum, the awareness courses shall address the following themes:

- Computer security is essential to accomplishing the NRC's mission.
- Computer security is everyone's responsibility (it's not a machine problem, it's a people problem).
- Computer security is important to and supported by senior management.
- Computer security does not have to be overly intrusive; common sense and reasonable good practices are what are needed. The course emphasis will be on prevention.

Task 6: Computer Security Awareness Video (OPTIONAL)

The Contractor shall develop a 15-minute computer security video (VHS and CD/DVD format) for NRC use in its computer security awareness activities that contains current policy and technology. This video shall consist of two parts. Part one shall be an introduction from the current Chief Information Officer (CIO) of NRC. This part shall be designed so it can be replaced at any time with an updated version should the CIO of the NRC change.

Part two shall contain material pertaining to security requirements and concepts. The theme of the video shall focus on the NRC computer security program and why it is important for NRC employees to protect valuable NRC information assets. The video shall underscore how computer security supports the mission of the organization and inform employees of their individual responsibilities and how to fulfill them. These themes in the video shall conform to the concepts contained in revised OMB Circular A-130, Appendix III, which stress such management controls as individual responsibility and awareness and training. The video shall be contemporary, upbeat, entertaining and appealing to the employee without including excessive technical detail. Where possible and appropriate, the Contractor shall use existing quality video, which can be edited to produce a computer security presentation tailored specifically for the NRC. If existing video is used, prior licensing approval through the NRC Project Officer shall be obtained for the use of the video and credits will be provided.

Task 7: Additional Module Usage (OPTIONAL)

The contractor shall provide additional licenses for NRC's use of the module(s).

C.3.2. Work Requirements

C.3.2.1. Update and License SCORM Compliant Customized Web-based Awareness Courses for End Users, System Administrators, Information System Security Officers. In addition, the Contractor may be required to develop additional SCORM compliant customized Web-based courses (Optional Task 5) that may be required in the future to comply with changes in laws and regulations, develop a Computer Security Awareness Video (Optional Task 6), and provide additional licenses for NRC's use.

An "Awareness" course shall be able to be completed in an average time of 1 hour or less, including the quiz. The number of pages and amount of content shall be designed not to exceed this time limit. An average awareness course shall contain approximately 20-40 pages of content, with varying page lengths.

Task 1:

The Computer Security Awareness Course for End Users shall consist of a minimum of 10 modules followed by a quiz (true/false and multiple choice scenario), the answers to which are not recorded. The course shall generate and display a certificate of completion suitable for printing and displaying when learners finish the quiz. Course completion tracking shall be maintained by the NRC Learning Management System (LMS) with reports available on-line and downloadable. The End User modules shall consist of a minimum of ten course modules that shall be selected by the NRC relating to computer security issues (e.g. passwords, user responsibilities, Internet Security, e-mail use, security, and other computer security related topics).

Task 2:

The Computer Security Awareness Course for System Administrators shall consist of a minimum of eight modules followed by a quiz (true/false and multiple choice scenario), the answers to which are not recorded. The course shall generate and display a certificate of completion suitable for printing and displaying when learners finish the quiz. Course completion tracking shall be maintained by the NRC LMS with reports available on-line and downloadable. The System Administrator (SA) modules shall consist of a minimum of the following:

Introduction

- Job Functions (Responsibilities) for Entry Level SA
- Security Principles (may include: Secure Use, Incidents, Configuration, Anomalies and Integrity, Administration)
- Threats and Vulnerabilities
- Countermeasures and Safeguards
- Platform Specific Security Features / Procedures (Windows/Unix)
- Resources

Definitions for Entry Level System Administrators shall be provided in a glossary and shall include terms from Center for National Security Studies (CNSS) Instruction 4013 (March 2004), National Information Assurance Training Standard for System Administrators (SA).

Task 3:

The Computer Security Awareness Course for ISSOs shall consist of a minimum of eight modules followed by a quiz (true/false and multiple choice scenario), the answers to which are not recorded. The course shall generate and display a certificate of completion suitable for printing and displaying when learners finish the quiz. Course completion tracking shall be maintained by the NRC LMS with reports available on-line and downloadable. ISSO modules shall consist of a minimum of the following:

- Security Planning and Budgeting
- Policy and Regulations
- Risk Management
- Personnel Security
- Security Controls
- Continuity of Operations
- Certification and Accreditation
- Security Leadership / Training
- The awareness courses shall each address current and relevant topics for the End Users, System Administrators, and Information System Security Officers.

Task 4:

Modify current customized web-based System Administrator computer security awareness course to be SCORM compliant.

A quiz shall be presented at the end of each course to allow for intermediate feedback. The user shall be able to select a button to choose his or her answer, resulting in a page that indicates if the answer is correct or not, and if not, what the correct answer is and why. Course data shall be stored for the individual student in the NRC LMS. This data shall be gleanable and reportable by CST.

A certificate of completion shall be generated in a graphic format. The certificate shall contain the user's name, a unique course completion identifier, the course title, and the date completed.

Completion and intermediate course performance data shall be maintained in the NRC LMS.

C.3.2.2. Task 5: Miscellaneous Computer Security Awareness Course(s) (OPTIONAL)

As required, the Contractor shall develop and license additional Computer Security Awareness Courses which shall consist of an agreed upon number of modules followed by a quiz (true/false and multiple choice scenario), the answers to which are not recorded. The number and type of modules shall be agreed upon prior to work beginning on the development of the course(s). The course(s) shall generate and display a certificate of completion suitable for printing and displaying when learners finish the quiz. Course completion tracking shall be maintained by the NRC LMS with reports available on-line and downloadable. Should the NRC wish to exercise this optional requirement, the course shall be at the firm fixed unit price reflected in the Schedule of Prices. The Contractor shall not commence work without prior approval from the NRC Contracting Officer.

C.3.2.3. Task 6: Computer Security Video (OPTIONAL)

Development of Work Plan and Video Presentation Approach/Concept

This shall involve researching computer security training concepts and approaches to developing videos. Interviews shall be conducted with NRC CST personnel to ensure that NRC computer security requirements and concepts are understood and incorporated in the video presentation. Available computer security materials (computer security training materials from other organizations, vendor presentations, etc.) shall be reviewed along with Federal guidelines to gain an understanding of the concepts and approaches used for computer security awareness courses.

Based on the research, a Work Plan in WordPerfect Version 10.0 or higher, or Word XP or higher, format shall be developed that will present the approach to be used for developing the video presentation, and a milestone schedule for producing the video. The Work Plan shall identify the tasks and accompanying deliverables required to accomplish the development of the video. This shall include:

- Outline of the video presentation concept, i.e., use of existing video with edited inserts, type of audience, length, etc.;
- Outline of the video presentation script
- Pre-production activities to be accomplished
- Production activities to be accomplished
- Post-production activities to be accomplished

Video Development and Production Services

This video shall consist of two parts. Part one shall be an introduction from the current CIO of NRC. This part shall be designed so it can be replaced at any time with an updated version should the CIO of the NRC change. In addition, replacement of part one of the video shall be considered maintenance. Part two shall contain material pertaining to security requirements and concepts.

This step shall involve the development of the video script and the production and presentation of the computer security video. The Contractor shall develop a script from the outline identified in the Work Plan that will satisfy the requirements of the NRC computer security program as defined in NRC Management Directive 12.5 "NRC Automated

Information Security Program" which is available upon request. The script shall focus on the NRC computer security program and NRC employees' responsibilities to safeguard NRC's sensitive and critical automated assets. The script shall underscore how computer security supports the mission of the organization as well as provide information on how employees are to fulfill their computer security responsibilities. The script shall be developed in draft and in final form and must be approved by NRC prior to video production beginning.

Upon approval of the script, production services shall begin and include, but not be limited to: shooting footage, adding narration, and casting; developing and incorporating any artwork and animated graphics; adding banners and credit titles; and editing the tape. Upon completion of the video, a draft of the tape shall be presented to the CST for review and comment. Based on the comments, a final master tape and CD/DVD shall be developed and presented to the NRC Project Officer.

The video shall become the property of the NRC.

Should the NRC wish to exercise this optional requirement, notification will be provided by the NRC Contracting Officer and shall be at the firm fixed unit price reflected in the Schedule of Prices. The Contractor shall not commence work without prior approval from the NRC Contracting Officer.

C.3.2.4 Task 7: Additional Users (OPTIONAL)

The contractor shall provide usage of the modules for NRC personnel in excess of 4,000 users which shall be at the firm fixed unit price reflected in the Schedule of Prices. The Contractor shall not commence work under this optional task without prior approval from the NRC Contracting Officer. upon exercise of the optional requirement by the NRC Contracting Officer.

C.4 DRAFT AND FINAL WORK PLAN

A Draft and Final Work Plan for Tasks 1-4 and 6 (in Corel WordPerfect version 10.0 or higher, or MS Word XP or higher, format) shall be submitted to the NRC Project Officer. Each Plan shall include the project purpose, organization, roles and responsibilities, deliverables, schedule, and approach to project management. Refer to Paragraph C.6 - Deliverables for the due date of each Plan.

C.5 MEETINGS

The Contractor shall attend a kick-off meeting at NRC Headquarters located in Rockville, Maryland no later than 5 calendar days after contract award. The purpose of this meeting is to discuss the overall project, goals and objectives of Tasks 1-4 and introductions of NRC and Contractor key personnel on the project.

C.6

DELIVERABLES

Kick-Off Meeting	Contract Award + 5 calendar days
Draft Work Plan	Contract Award + 10 calendar days
Final Work Plan	Contract Award + 20 calendar days
Task 1	
Draft End User Awareness Course	Contract Award + 30 calendar days
NRC Comments on End User Awareness Course	Contract Award + 44 calendar days
Final End User Awareness Course	Contract Award + 75 calendar days
Task 2	
Draft System Administrator Awareness Course	Contract Award + 30 calendar days
NRC Comments on System Administrator Awareness Course	Contract Award + 44 calendar days
Final System Administrators Awareness Course	Contract Award + 75 calendar days
Task 3	
Draft ISSO Awareness Course	Contract Award + 30 calendar days
NRC Comments on ISSO Awareness Course	Contract Award + 44 calendar days
Final ISSO Awareness Course	Contract Award + 75 calendar days
Task 4	
SCORM Conversion of System Administrator Course	Contract Award + 75 calendar days
Optional Task 5	
Draft Additional Security Awareness Course(s)	To be determined upon exercise of the option by the NRC Contracting Officer.
NRC Comments on Additional Security Awareness Course(s)	To be determined upon exercise of the option by the NRC Contracting Officer.
Final Additional Security Awareness Course(s)	To be determined upon exercise of the option by the NRC Contracting Officer.
Optional Task 6	

Draft Video Presentation Script	Task Award + 30 calendar days
NRC Comments on Draft Video Presentation Script	Task Award + 40 calendar days
Final Video Presentation Script in Hard Copy Format, 3.5 inch Disk, CD	Task Award + 45 calendar days
Draft Video Presentation	Task Award + 75 calendar days
NRC Comments on Draft Video Presentation	Task Award + 80 calendar days
Final Video Presentation VHS Format (3 copies) BetaCam SP Master BetaCam Duplication Masters (3 copies) CD/ DVD	Task Award + 90 Calendar days
Optional Task 7	
Additional Users	As required by the NRC Contracting Officer.

C.7 SPECIFIC REQUIREMENTS

C.7.1 The Contractor shall possess the requisite qualifications and experience in video production and editing, and have the capabilities to provide the resources required (i.e., writing, staffing, producing, and editing a computer security awareness video.

C.7.2 Minimum specifications: The Web-based Computer Security Awareness Courses shall execute on client personal computers running Windows XP and using MS Internet Explorer version or higher.

C.7.3 The courses shall be SCORM compliant and delivered as zip files.

C.7.4 The number of unique NRC users (employees and contractors) is not expected to exceed 4,000. After completion, users shall be able to access the course for reference or to refresh their learning for the remaining period of the five-year license. Additional users may be included at the firm fixed unit price reflected in the Schedule of Prices.

C.8 LICENSING REQUIREMENTS AND COURSE MODIFICATIONS

C.8.1 The computer security awareness course for End Users shall be licensed to NRC in one (1) year increments from the date of NRC approval of course modifications for each year (i.e., base year and any four (4) one-year option periods if exercised) for a total not to exceed five years, from the date of NRC approval of course modifications. The NRC shall have the option to review the course content with the contractor on an annual basis to determine if any modifications are necessary to ensure all information discussing technology and policy is current and relevant. Any

additional updates or maintenance to the course during the license period shall be licensed for the time remaining on the original license at no additional cost to the Government.

- C.8.2 The computer security awareness course for System Administrators shall be licensed to NRC in three (3) years from the date of NRC approval of course modifications. The NRC shall have the option to review the course content with the contractor on an annual basis to determine if any modifications are necessary to ensure all information discussing technology and policy is current and relevant. Any additional updates or maintenance to the course during the three (3) year period shall be licensed for the time remaining on the original license at no additional cost to the Government.
- C.8.3 The computer security awareness course for ISSOs shall be licensed to NRC for three (3) years from the date of NRC approval of course modifications. The NRC shall have the option to review the course content with the contractor on an annual basis to determine if any modifications are necessary to ensure all information discussing technology and policy is current and relevant. Any additional updates or maintenance to the course during the three year period shall be licensed for the time remaining on the original license at no additional cost to the Government.
- C.8.4 The computer security awareness course for any additional Computer Security Awareness Course(s) shall be licensed to NRC (to be determined upon exercise of the optional requirement) from the date of NRC approval of course modifications. The NRC shall have the option to review the course content of all courses with the contractor on an annual basis to determine if any modifications are necessary to ensure all information discussing technology and policy is current and relevant. Any additional updates or maintenance to the course during the (to be determined upon exercise of the optional requirement) shall be licensed for the time remaining on the original license at no additional cost to the Government.
- C.8.5 The Contractor shall maintain the copyright on the graphics and course material, excluding NRC-provided logos, artwork, and policy information. Every page in the course shall include a copyright statement on it stating that the course is licensed to NRC and not owned by the Government.

C.9 MAINTENANCE

Upon approval of the course content by the NRC Project Officer, updates to pages or functionality to correct newly found errors or add relevant new information shall be considered covered maintenance and will be at no additional cost to the Government. Replacing entire modules is not within the scope of maintenance.

Maintenance (to include updated text, graphics, and inclusion of photographs provided by NRC, if desired) shall be provided during the license period, but shall be limited to corrections or minor updates (e.g., updating a page, not replacing a module). The NRC shall have the option to review the course content with the contractor on an annual basis to determine if any modifications are necessary to ensure all information discussing technology and policy is current and relevant.

C.10 WEB-BASED TRAINING

Modification and preliminary testing of the courses shall take approximately four weeks from the time the specific course information and access link is provided. Installation and acceptance testing as appropriate shall take place in the succeeding two weeks, or at a time agreed to by NRC Project Officer and the Contractor.

C.11 CONTRACTOR PERSONNEL

NRC is a secure facility; therefore, the Contractor must be escorted by a NRC employee at all times and wear a temporary visitor badge when in the NRC facilities. The temporary visitor badge shall be returned to the NRC guard station daily or as directed by the NRC Project Officer

C.12 CONTRACTOR RESPONSIBILITIES

The services performed under this contract by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this contract.

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

Native Intelligence, Inc.

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

09/01/2005

C. PROJECTED COMPLETION DATE

09/30/2010

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

Computer Security Awareness Requirement

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)



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 Louis Grosman, Senior IT Security Specialist	SIGNATURE 	DATE 08/09/2005
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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




- AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

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

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Charlotte Turner, IS/PMAS	SIGNATURE 	DATE 8/9/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon D. Stewart	SIGNATURE 	DATE 08/19/2005
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott	SIGNATURE 	DATE 08/25/2005

REMARKS

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 MD12.1, "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 (Safeguards, Official Use Only, and Proprietary 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 or 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.

(END OF CLAUSE)

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."

(END OF CLAUSE)

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

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

A contractor employee shall not have access to NRC facilities 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. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 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. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

(END OF CLAUSE)

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

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

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

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

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the

contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the

U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

P:\BILLING INSTRUCTIONS FORFIXED PRICE.wpd

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: (i) Paragraph (b) applies. (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

	FAR Clause #	Title	Date
Change			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There () are () are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

