

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

1. REQUISITION NO.

PAGE 1 OF

46

CONTRACT NO. NRC-28-07-261	3. AWARD/EFFECTIVE DATE See Block 30c.	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
FOR SOLICITATION INFORMATION CALL:	a. NAME Jeffrey R. Mitchell	b. TELEPHONE NO. (No Collect Calls) 301-415-6465		8. OFFER DUE DATE/LOCAL TIME

ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)
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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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5. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR PHACIL, INC. ATTN: MIKE MCDERMOTT 2011 CRYSTAL DRIVE, SUITE 400 ARLINGTON VA 22202 TELEPHONE NO.	CODE 054885111	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: (NRC-28-07-261) Washington DC 20555	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>See CONTINUATION Page</p> <p>The Contractor shall provide the U.S. Nuclear Regulatory Commission services described in the Statement of Work and in accordance with the terms and conditions of this contract.</p> <p>ORCA.GOV; Reps and Certs incorporated by reference.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA 791-15-5F1-340 E9112 252A 31x0200 Obligate \$42,000.00	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$179,532.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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2a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 
2b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sascha Mornell, President	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer
30c. DATE SIGNED 9/25/07	31c. DATE SIGNED 9/25/2007

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

2a. QUANTITY IN COLUMN 21 HAS BEEN

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

2b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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2e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

1. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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1. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)      42d. TOTAL CONTAINERS

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OPTION YEAR 4: OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012					
CLIN	DESCRIPTION	Est. Qty	Unit	Unit Price (Fixed)	Est. Total Price
005	(1)Switchboard Operator (Full Time)				\$206,082
	(1) ADAMS Scanner/Profiler (Full Time)				
	(1) Data Entry Technician (Part Time)				
				Total	\$206,082

**TOTAL BASE YEAR PLUS OPTION YEARS ONE, TWO, THREE AND FOUR \$963,031**

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

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$179,532.00. 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 \$42,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount; the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

### **B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on October 1, 2007 and will expire on September 30, 2008. The term of this contract may be extended at the option of the Government for an additional Four (1) year options.

**B.4 PERFORMANCE WORK STATEMENT  
"Switchboard Operations, ADAMS Scanning/Profiling, and Data Entry"**

**1. BACKGROUND**

The US Nuclear Regulatory Commission (NRC) is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials. The NRC Region I office located at 475 Allendale Rd., King of Prussia, Pennsylvania is seeking contractor support to perform a variety of Information Technology associated tasks in support to the agency's mission.

**2. OBJECTIVE**

The objective of this Statement of Work (SOW) is to outline NRC requirements for the contractor to provide information technology support in the following areas: 1) Switchboard operations, 2) Agency-wide Access and Documents Management System (ADAMS) scanning and profiling, and 3) Data entry.

**3. SCOPE**

The scope of this SOW includes work associated with switchboard operations, ADAMS scanning and profiling, and data entry for a number of enterprise databases.

**4. STATEMENT OF WORK**

The Contractor shall furnish the personnel and other services necessary to meet the requirements described in this statement of work. The NRC shall provide space for the contractor. The NRC will also provide system documentation, routine office supplies, and maintenance agreements for Government Furnished Equipment (GFE), computer hardware and software, scanner and appropriate access to automated systems to accomplish the initiatives under this task. It is the contractor's responsibility to remain technically competent with software and equipment used by the NRC. The NRC will provide training for contractor personnel.

**5. PERSONNEL REQUIREMENTS**

The Contractor shall provide competent, experienced, and highly qualified personnel to perform switchboard, ADAMS scanning and profiling, and data entry activities.

**6. TASKS**

This Statement of Work consists of three separate and distinct but related information technology tasks in support of the Region I office. The requirements for each task are defined as follows:

**6.1 SWITCHBOARD OPERATIONS**

The Region I Office has a reception desk in the lobby area of the building, which consists of a console, the main switchboard, and a computer. Switchboard Operator support *is* required for outside callers to Region I's main number and communications assistance to NRC staff. The reception desk shall be staffed during the hours of 7:30 a.m. through 4:15 p.m., Monday through Friday. It is the Government's intent not to pay overtime premium rates. At no time shall an operator leave prior to arrival of the replacement operator. The Contractor is responsible for assuring that a qualified operator is on station at the facility at the times specified above.

#### **6.1 .1 NRC SWITCHBOARD BRIEFING**

*NRC will conduct one (1) four (4) hour training session if required, for any new contractor employee. This training session will provide guidance on NRC policies and procedures regarding the operation of the switchboard and reception desk.*

#### **6.1.2 SKILL REQUIREMENTS**

The switchboard operator/receptionist basic skill requirements shall include, but are not limited to:

1. Experience in the operation of the following:
  - a. Digital PBX
  - b. Teleconferencing bridge
  - c. Standard telephone instrumentation
  - d. Public address system
2. Ability to use the following reference tools:
  - a. Hard copies and electronic telephone directories
  - b. NRC organization charts
  - c. Regional and Headquarters personnel telephone listings
3. Ability to speak the English language clearly.
4. Ability to read, write and comprehend the English language.
5. Ability to type.
6. Familiar with Windows, e-mail systems and word processing software.
7. Interpersonal and organizational skills.

#### **6.1.3 PERFORMANCE MEASURES**

1. Serves as the full-time switchboard operator/receptionist for the NRC Region I office. Since the NRC has classified this position as essential, the Contractor shall provide continuous coverage during the scheduled duty hours above.
2. Answers incoming calls within 6 seconds.

3. Responds to all calls and inquiries, and greet visitors at all levels in a courteous, helpful and tactful manner under both normal and stressful situations.
4. Transfers call to the appropriate person(s).
5. Serves as an NRC Information Operator by supplying numbers, extensions, names, etc., and questioning callers, as necessary, to determine appropriate organization referrals.
6. Complies with administrative procedures as outlined in the "NRC Region I Desk Procedures" when obtaining information needed to accept collect calls. This also includes maintaining a "Collect Call Log" in accordance with the Desk Procedures.
7. Electronically opens the reception doors for NRC employees and visitors, unless otherwise directed.
8. Ensures all visitors properly complete and sign the "Visitor Logbook" located at the reception desk.
9. Issues the appropriate NRC Visitor/Employee Badge (keycard).
10. Ensures that all badges (keycards) are accounted for at the end of each day. This also includes maintaining a "Keycard Logbook" at the receptionist desk.
11. Notifies appropriate NRC Regional staff of visitors' arrival.
12. Makes announcements and pages individuals over the Public Address System, as directed by the NRC Project Officer or in accordance with the Region I Desk Procedures. This also includes the activation of the Incident Response Center.
13. Provides backup coverage for Data entry personnel.
14. Provides backup coverage for ADAMS scanning and profiling personnel.
15. Maintains the Region I "backup list" for NRC personnel that escort vendors.

## **6.2 ADAMS SCANNING AND PROFILING**

*The contractor will provide support to fully process into the Agency-wide Documents Access and Management System (ADAMS) all incoming documents received at the NRC Regional Document Processing Center (RDPC), as well as processing for NRC internally generated documents. The goal of this task is to maintain primary processing of NRC generated documents, and the externally generated documents processed by RDPC, by contractor staff to ensure a higher level of quality control and consistency in data entry and to maintain a higher level of integrity in the ADAMS database.*

The implementation will include the following activities:

*Process the internally and externally generated documents into ADAMS. The total number of documents entered daily is approximately 30 - 35. The contractor shall be*

*responsible for performing the Scanning, OCR, Indexing (Profiling), Quality Control, and Distribution functions. All documents shall be entered into ADAMS as soon as possible after receipt.*

## **TASK AREA #1- ADAMS DOCUMENT PROCESSING**

### **Incoming Paper Documents:**

The Contractor shall be responsible for processing incoming paper documents. ADAMS document processing tasks shall include but not be limited to:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed,
2. Scanning incoming paper documents generating Portable Document Format (PDF) images from the paper documents received for processing,
3. Creating a minimum profile for each document and,
4. Copying and pasting documents into the appropriate Headquarters Document Processing Center (HQDPC) to have processing completed by HQDPC.

### **NRC Staff Generated Documents:**

The Contractor shall be responsible for preparing NRC staff generated documents (Mixed Packages) consisting of a combination of electronic files and paper documents for submittal to HQDPC for complete processing. The NRC staff will profile (minimal) the electronic file(s) and complete an ADAMS Document Submission Form (NRC Form 665) for submitting the paper documents to the RDPC. The form will specify the ADAMS Accession Number of the electronic file(s) and indicate the order in which the documents should be packaged by the RDPC including the order of the electronic files and paper documents. The electronic file(s) of mixed packages will be copied and pasted into a folder by NRC staff for retrieval by the Contractor staff upon receipt of the form.

ADAMS document processing tasks shall include but not be limited to:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed,
2. Scanning paper documents generating a Portable Document Format (PDF) file from the paper documents received for processing,
3. Creating a minimum profile for each paper document,
4. Creating an ADAMS Package (if not created by the NRC staff) in which the Contractor will save the electronic and paper pieces of the mixed packages, and
5. Copy documents into the appropriate HQDPC folder to have processing completed by the HQDPC.

The NRC will provide the Contractor with procedures and guidelines for processing mixed packages.

### **Scanning & Profiling Timeliness**

The Contractor shall process documents received in the RDPC in one of the two processing categories, expedited and normal processing. Documents marked expedited shall be processed before documents received for normal processing. The contractor

shall be responsible for coding a minimum of 30 - 35 documents each work day. Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. If any documents are not coded on the same day they are received, the contractor shall code these documents first on the following work day. If the contractor meets the 30 -35 production level prior to close of business, and additional documents are available for processing, the Contractor shall process as many as possible of the remaining documents during the time remaining on that work day.

In the event that the weekly volume of incoming documents exceeds the 150 - 175 weekly requirements, the contractor shall immediately notify the NRC Technical Monitor of the document backlog expected to occur, noting the approximate number of documents. The NRC Technical Monitor shall make a determination on the correct course of action that may be used to reduce the backlog and will provide written direction to the contractor.

### **SUBTASK #1- OPERATIONS**

The operation subtask includes document receipt (both paper and electronic), document coding, and quality control.

#### **Work Element 1 - Document Receipt**

The contractor shall track and verify the return of all paper documents provided to the contractor after processing has been completed (i.e., image processing, text processing, indexing and distribution). The contractor shall be responsible for receiving and processing all documents submitted under the NRC "Electronic Information Exchange" initiative in accordance with the RDPC SOP Manual (NRC will provide the Manual to the contractor).

### **TASK AREA #2 - DOCUMENT PREPARATION**

The RDPC shall serve as the central control point for document processing.

#### **Work Element 1 - Document Preparation**

The contractor shall prepare documents for scanning by removing all staples, binders, paper clips, etc. The document preparation staff shall provide documents to the scanning staff for processing by distribution category. The Contractor shall implement procedures to review each document to ensure that all referenced enclosures or attachments are included prior to scanning and shall report any discrepancies to the Task Manager for resolution.

Documents requiring special handling are those that contain sensitive information. The contractor shall handle, mark, protect and transmit documents containing sensitive information in accordance with procedures set forth in NRC Management Directive 12.6 "NRC Unclassified Sensitive Information Security Program" or subsequent revisions to this directive.

#### **Work Element 2 - Document Recompile/Final Document Disposition**

After completing the scanning and quality control process, the Contractor shall restore each document to its original form (assembled in the order in which it was received, stapled where appropriate, placed back in binders as received, etc.). The Contractor shall deliver all completed documents to the Information Management Center designated location by COB each day.

### **TASK AREA #3 - DOCUMENT SCANNING/IMAGING**

#### **Work Element 1 – Scanning/Imaging**

The contractor shall create scanned images (pages) daily from paper documents received in the RDPC. Document scanning shall result in a Portable Document Format (PDF) file for the document pages to be linked with the ADAMS document profile.

The contractor shall provide various levels of scanning services. For simple scanning, the contractor will scan a document and send the scanned image to the requestor. Normal scanning is performed on paper documents that are received for regular processing. The Contractor will scan expedited documents and send the scanned image (or its location in ADAMS) to the requestor no later than three (3) hours from the time of receipt. Complex scanning services require the contractor to scan portions of a document and package it with electronic portions of a document.

Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. Documents received after 2:30 p.m. shall be sorted, stamped, counted and recorded for inclusion in the next day's document count. If there are any documents that are not scanned on the same day they are received, the contractor shall process these documents first on the following work day.

#### **Work Element 2 - Quality Control**

The contractor shall perform a quality control check on all images created to ensure they are properly oriented and readable.

### **TASK AREA #4 - DOCUMENT INDEXING**

#### **Work Element 1 - Document Indexing**

ADAMS document indexing involves identifying and entering all information necessary to create ADAMS document profiles. This includes all data elements required for document distribution, tracking, and identification. All document indexing shall be performed in accordance with the information contained in the NRC Form 665 provided with each document.

#### **Work Element 2 - Quality Control**

The contractor shall perform a quality control check after each profile is completed to ensure all required information identified on the NRC Form 665 is included in the profile and is accurate.

The contractor shall also perform a quality control check on internally generated documents to ensure that documents submitted by the NRC in mixed formats (those consisting of electronic files and paper documents) are packaged according to the NRC Form 665 accompanying the documents and that the package contains the documents provided in the correct sequence.

#### **TASK AREA #5 - DOCUMENT DISTRIBUTION**

There are two processing categories established; expedited, which requires that processing be completed within three (3) work hours of receipt in the RDPC, and normal which requires that processing be completed within eight (8) work hours of receipt in the RDPC.

#### **TASK AREA #6 - DATA ENTRY**

The contractor's personnel shall be responsible for completing the data entry duties described in the chart entitled, "Region I Data Entry Duties" (Attachment 2).

##### **6.2.1 DOCUMENT PREPARATION (ADAMS)**

The contractor shall prepare documents received in paper format for scanning and shall reassemble the documents after the scanning process has been completed. The contractor shall prepare documents submitted electronically and documents submitted with partial electronic and partial paper files, ensuring that the documents are complete and in the proper order for processing into ADAMS. The contractor shall assemble and forward all documents completed that day to the Information Management Center designated location by COB each day.

##### **6.2.2 DOCUMENT SCANNING/IMAGING**

The contractor shall generate Portable Document Format (PDF), or whichever format is required, images for paper documents received for processing.

##### **6.2.3 DOCUMENT INDEXING/PROFILING**

The Contractor shall enter ADAMS profile and security data for both externally and internally generated documents submitted to the RDPC for processing into ADAMS.

A document profile, using the appropriate template, must be completed for every document entered into ADAMS. ADAMS document profiles contain information about the document such as author, title, docket number, availability, etc. The profile provides consistent data fields of information needed to identify, locate, list, and manage documents.

##### **6.2.4 USER SUPPORT SERVICES**

The Contractor will assist in the review of ADAMS Templates to ensure all appropriate information is accounted for when a template is revised or a new one is developed.

##### **6.2.5 DATA ENTRY**

The Contractor shall provide a competent, experienced, and highly qualified person to fulfill the data entry, routine, and ad-hoc report generation, system maintenance (e.g., data editing), and report distribution requirements.

#### **6.2.6 RECEPTIONIST AND ADMINISTRATIVE SERVICES**

The Contractor shall provide Receptionist Support Services and other light administrative duties associated with the Information Management Center. This will include relieving the receptionist during breaks, meetings, lunch and periods of absence.

This role will be shared among a number of individuals and should consist of infrequent and relatively short periods of time.

#### **6.2.7 SPECIFIC SUB-TASKS**

##### **SUBTASK 1 - QUALITY CONTROL PROCEDURES/QUALITY ASSURANCE**

The contractor shall follow quality control procedures provided in the RDPC SOP Manual for each task, conducting quality assurance inspections at various points throughout the process. These quality assurance inspections shall ensure that all pages are scanned correctly and the image quality is acceptable for viewing in ADAMS; the text is acceptable for ADAMS term search indexing; data are consistently input into the ADAMS document profile and security fields; and ensure that PDF files retain the document integrity of the original native format. The contractor shall be responsible for performing quality control on PDF files.

The contractor shall also be responsible for implementing RPDC SOP Manual quality control procedures for internally generated documents. This includes procedures for ensuring that documents submitted by the NRC staff in mixed format consisting of electronic files and paper documents and documents consisting of multiple electronic files are packaged and entered into ADAMS in the order defined by the NRC staff.

##### **SUBTASK 2 - NRC REGIONAL DOCUMENT PROCESSING CENTER (RDPC) SOP**

The contractor shall maintain the NRC ADAMS Regional Document Processing Center (RDPC) SOP Manual cited throughout this SOW and makes it available in ADAMS. If for whatever reason the RDPC SOP Manual requires modification, the contractor shall submit the proposed changes to the NRC Technical Monitor for review and approval. The contractor shall update the manual and make it available in ADAMS within thirty (30) days of the NRC Technical Monitor's approval of the change(s) to the process.

##### **SUBTASK 3 - CONTRACTOR STAFF TRAINING**

The contractor shall be trained in-house, utilizing an "on-the-job training methodology.

##### **SUBTASK 4 - REPORTING REQUIREMENTS**

The contractor shall maintain and supply accurate reports as directed.

##### **DAILY PRODUCTION INDICATORS REPORTS**

The contractor shall provide a Daily Production Indicators Report to the NRC Technical Monitor that gives a full accounting of document handling and processing statistics for each previous day's task. The information provided in the report shall include, but not be limited to, the number of accession numbers created daily and a list of rejected documents and the cause for rejection.

The report shall be provided to the NRC Technical Monitor before 10:00 a.m. each business day for the previous business day's work. See Attachment 1 for details.

### **6.3 GENERAL DATA ENTRY SUPPORT**

The Nuclear Materials program needs a contractor to input necessary data into various automated systems in order to conduct the Region I Nuclear Materials program.

Input data into three automated systems (Licensing Tracking System (LTS), Inspection Planning System (IPS), and Inspection Report Tracking System (IRTS)) with an accuracy rate of 97% error free. Each system's data entry requirements are as follows:

**LTS** - LIS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff periodically to the Licensing Assistant Team (LAT) throughout the week. The data on the worksheets should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying what was entered.

**IPS** - IPS tracks the Nuclear Materials inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread with 24 hours or less of receipt. Data can be proofread by querying the system or generating a printout.

**IRTS** - IRTS tracks the Nuclear Materials inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system.

**REMIT** - REMIT captures radiation exposure of the Regional staff in the performance of their duties. Updates to the database are performed on a quarterly basis and is required to be completed 3 business days after the contractor is provided the data by the Radiation Safety Officer (RSO).

### **7.0 ADMINISTRATIVE REQUIREMENTS**

#### **7.1 Travel**

None required.

#### **7.2 Personnel Requirements**

The Contractor shall provide 3 qualified and competent personnel to perform the tasks and functional activities delineated in this statement of work. The Contractor shall

provide a supervisory point of contact for the NRC Project Officer to facilitate the resolution of administrative matters involving personnel. The contractor's personnel shall act in a courteous, responsible, knowledgeable, and professional manner at all times.

### **7.3 Personnel Security Requirements**

All contractor personnel working under this task order require an IT Security Level III Clearance.

### **7.4 Hours of Operation and Holiday Schedule**

The Contractor personnel shall work government administrative eight (8) hours per day, five (5) days a week. Work associated with the statement of work will begin at 7:30 a.m. and end at 4:15 p.m. with forty-five (45) unpaid minutes for a lunch break (*Receptionist hours of operation are from 7:30 a.m. to 4:15 p.m.*). Any changes to the hours of work shall be approved by the NRC Project Officer. These hours coincide with NRC Region I's business hours. Contractor's onsite representative shall provide the NRC Project Officer copies of the biweekly time sheets for each contractor under this SOW.

The following holidays are recognized by the Federal Government:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

### **7.5 Unavailability of Personnel**

If personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the NRC Project Officer and promptly replace the personnel with personnel of at least substantially equal ability and qualifications. In other circumstances, where any of the contractor personnel are absent for three or more consecutive days (example: vacation), the contractor shall provide backup support as necessary.

Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitution. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the NRC Project Officer to evaluate the proposed substitution. The NRC Project Officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his/her approval or disapproval in writing.

If the NRC Contracting Officer determines that suitable and timely replacement of 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, the contractor may be terminated by the NRC Contracting Officer for default.

## 7.6 Contract Deliverables

A daily production indicators report is required to be provided to the Task Monitor for Task # 6.2 by 10:00 a.m. each business day, depicting the production completed for the previous business day. See Attachment 1 for details.

## 7.7 Performance Measures

The Contractor is required to perform the services described in this Performance Work Statement in a manner that is satisfactory to the NRC and that will ensure success.

The Performance Evaluation Report (Attachment No. 3) identifies the areas in which performance is critical to the success of this contract. The NRC Project Officer will assess the Contractor's performance on a monthly basis, as it relates to each of the performance areas in the Performance Evaluation Report. The Project Officer will complete the Performance Evaluation Report to provide a rating recommendation to the NRC Contracting Officer for review and approval. Upon approval, the NRC Contracting Officer will provide the recommendation to the Contractor. The Contractor shall address ratings of "unsatisfactory" in writing within 30 days of receiving a copy of the report and describe the means for improvement in any area receiving these ratings.

The Performance Requirements Summary (Cart Below) describes the deductions that the NRC may enforce for unsatisfactory performance in the specific areas noted below.

PERFORMANCE REQUIREMENTS SUMMARY				
Required Service	Performance Standard	Method of Surveillance	Performance Requirement	Invoice Deduction
6.1.3 Switchboard Operations	No more than 5 complaints received for long answer time and improper call routing each month.	NRC documentation	Answer phone promptly and rout calls to the appropriate division/person.	3% penalty on monthly invoice for 5 or more complaints received in a month.
6.1.3 Visitor Control	No security infractions due to improper visitor control/control of spare ID badges.	NRC documentation	Comply with Region I Building Security requirements.	10% penalty on monthly invoice that the infraction occurred
6.2, Task Area 1 (Scanning and Profiling)*	Scan and profile and average of 30 documents per day.	NRC documentation	Average backlog of 2 days.	0.5% penalty on monthly invoice.
6.2, Task Area 1 (Scanning and Profiling)*	Scan and profile and average of 30 documents per day.	NRC documentation	Average backlog of 3 days.	1.5% penalty on monthly invoice.
6.2, Task Area 1 (Scanning and Profiling)*	Scan and profile and average of 30 documents per day.	NRC documentation	Average backlog of 4 days.	3% penalty on monthly invoice.
6.2, Task Area 1 (Scanning and Profiling)*	Scan and profile and average of 30 documents per day.	NRC documentation	Average backlog of 5 or more days.	5% penalty on monthly invoice.
6.3 Data Entry	Complete timely data entry.	NRC Documentation	Meet stated performance requirements for all data entry systems (LTS/IPS/IRTS/ REMIT)	3% penalty on monthly invoice for not meeting the performance requirement in any one system.

\* Backlogs that result from NRC equipment failures shall not result in any invoice deductions.

Contract Deliverables

Deliverable	Copies	Delivery Requirement	Deliver To:
Daily Production Indicators Report	2	Each Morning by 10:00 am	NRC Technical Monitor
Monthly Progress Report	2	15 <sup>th</sup> of Each Month (for previous month)	NRC Project Officer

(SAMPLE)

**MONTHLY REGIONAL DOCUMENT PROCESSING CENTER (RDPC)  
ACTION REPORT FOR THE MONTH OF \_\_\_\_\_**

Total Number of Documents Received: \_\_\_\_\_  
 Total Number of Documents/ML Numbers Completed by \_\_\_\_\_: \_\_\_\_\_  
 Total Number of Package Accession Numbers Created by \_\_\_\_\_: \_\_\_\_\_  
 Total Number of Urgent Requests Received: \_\_\_\_\_  
 Average Backlog: \_\_\_\_\_

Have there been any hardware problems this month? Please explain and compose any corrective action:

Have there been any operational problems this month? Please explain and propose any corrective action:

Have there been any training issues this month? Please explain and propose any corrective action:

Time spent in participation of meetings:

Leave (Vacation, Sick, etc.):

Number of Large Documents Received:

(SAMPLE)

**Data Entry Report for the Month of \_\_\_\_\_**

LTS documents completed.	
IPS/IRTS - old inspection milestone forms completed.	
IPS/IRTS – new inspection milestone forms completed.	
REMIT – received input from RSO <u>DATE</u> and updated database <u>DATE</u> .	

Have there been any hardware problems this month?

Have there been any operational problems this month?

Have there been any training issues this month?

Time spent in meetings?

Vacation/Sick Time?

**Attachment 2**

**REGION I DATA ENTRY DUTIES**

<b>TASK</b>	<b>SYSTEM USED</b>	<b>DOCUMENTATION</b>	<b>BRIEF DESCRIPTION OF SYSTEM AND DUTY</b>
Licensing Tracking System (LTS)	NRCVM2 on the 9370 housed in HQ	LTS PLDB Users Guide  (System No. 1266 dtd 1990)	LTS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff periodically to the Licensing Assistant Team (LAT) throughout the week. The data on the worksheets should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying what was entered. Accuracy rate should be 97% error free.
Inspection Planning System (IPS)	DB2 under TSO housed at NIH	Region I Materials IPS Users Manual  (System No. 1205 dated 1996)	IPS tracks the Nuclear Materials inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system or generating a printout. Accuracy rate should be 97% error free.
Inspection Report Tracking System (IRTS)	RPS housed on Region/HQ Servers		IRTS tracks the Nuclear Materials inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system.

**SECTION C - CONTRACT CLAUSES**

52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1	GOVERNMENT PROPERTY	JUN 2007

**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)  
ALTERNATE I (FEB 2007)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments.

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

- (1) Quantities being acquired; and
- (2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.']

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.')]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with

supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments.

(i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate

to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)**

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

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

(4) Reserved]

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

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

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

(ii) Alternate I (Oct 1995) of 52.219-7.

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

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

□ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

□ (ii) Alternate I (Apr 2003) of 52.247-64.

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

□ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

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

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

### **C.3 52.216-18 ORDERING (OCT 1995)**

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

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

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

### **C.4 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(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 contract expiration.

#### **C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

#### **C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

#### **C.7 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

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

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

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the

contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

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

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

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

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

#### **C.8 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) ALTERNATE I (FEB 2007)**

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

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate

vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater

or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an

audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(j) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

### **C.9 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Louis Manning

Address: 475 Allendale Rd  
King of Prussia, PA

Telephone Number: 610-337-5044

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance

with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

#### **C.10 2052.204.70 SECURITY (MAR 2004)**

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

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

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

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

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

#### **C.11 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). 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.

## **C.12 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL** (FEB 2004)

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."

### C.13 Compliance with U.S. Immigration Laws and Regulations

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

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

(End of Clause)

### C.14 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>

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

- 1 STATEMENT OF WORK
- 2 ATTACHMENT NO. 1 "CONTRACT DELIVERABLES"
- 3 ATTACHMENT NO. 2 "REGION 1 DATA ENTRY DUTIES"
- 4 ATTACHMENT NO. 3 "QUARTERLY PERFORMANCE EVALUATION  
REPORT"
- 5 NRC FORM 187

**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

**TO BE DETERMINED**

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

**08/23/2007**

C. PROJECTED  
COMPLETION DATE

**09/30/2012**

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

**NRC 28-07-261**

DATE

**08/22/2007**

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**RFPA RG1-07-261**

**REGION I/SWITCHBOARD OPERATIONS, ADAMS SCANNING, PROFILING, AND DATA ENTRY SERVICES**

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.

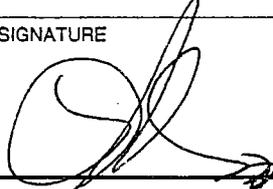
D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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  <p style="text-align: center;"><b>Louis Manning, Chief Information Resources Branch, DRM, Region I</b></p>	SIGNATURE 	DATE <p style="text-align: center;">7/13/07</p>
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

NRC M.D. 12.6

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

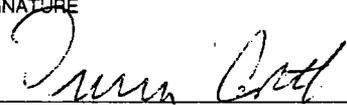
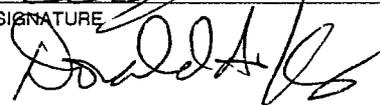
AUTHORIZED CLASSIFIER (Name and Title)
  DIVISION OF FACILITIES AND SECURITY

**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  <b>Frank Costello, Director, DRM, Region I</b>	SIGNATURE 	DATE 7/13/07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <i>Mark Lombard, Deputy Director</i>	SIGNATURE 	DATE 7/12/07
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  <i>Mary Lynn Scott</i> <b>DONALD A. KING</b> Chief CMB4	SIGNATURE 	DATE 7/30/07

REMARKS