

2. CONTRACT NO. (Proc. Inst. Ident.) **NRC-07-07-518** 3. EFFECTIVE DATE **09/28/2007** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **NSR-07-518**

5. ISSUED BY CODE **3100** 6. ADMINISTERED BY (If other than Item 5) CODE **3100**
 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Heriberto (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
TCOOMBS & ASSOCIATES LLC
TC ASSOCIATES
ATTN: STEVE WILLIAMS
6551 LOISDALE CT STE 500 & STE 200
SPRINGFIELD VA 221501821

8. DELIVERY FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **N/A**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM **See Section J Attachment J-2**

11. SHIP TO/MARK FOR CODE **DUNS #800264744** FACILITY CODE **U.S. Nuclear Regulatory Commission**
Washington, DC 20555

12. PAYMENT WILL BE MADE BY CODE **3100**
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (insert contract or order number)
Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)(5))

14. ACCOUNTING AND APPROPRIATION DATA **711-15-5DC-385 I1109 251A 31X0200.711**
OBLIGATE: \$860,682.77 (FFS Commitment #: NSR-07-518)

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with the services described under Section C "Statement of Work", in accordance with the terms and conditions of this contract. SBA's Acceptance No. 0353-07-710218 PROJECT TITLE: "Safeguards Information Local Area Network/ Electronic Safe (SLES) Implementation" TYPE OF CONTRACT: Time and Materials PERIOD OF PERFORMANCE: September 28, 2007-September 27, 2008				

15G. TOTAL AMOUNT OF CONTRACT **\$860,682.77**

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

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

19A. NAME AND TITLE OF SIGNER (Type or print) **Steven D. Williams CIO/Partner** 20A. NAME OF CONTRACTING OFFICER **Heriberto Colón, Jr.**

19B. NAME OF CONTRACTOR **TC Associates** 19C. DATE SIGNED **9/28/2007** 20B. UNITED STATES OF AMERICA **BY [Signature]** 20C. DATE SIGNED **9/28/2007**

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR
TCOOMBES & ASSOCIATES LLC

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
TC & ASSOCIATES -					
0002	Subject Matter Expert 3 (Project Manager)				\$159,975.00
0003	Senior Systems Architect				\$14,099.20
0004	Junior Network/Security Engineer				\$93,797.13
	SUBTOTAL				\$267,871.33
PROJECT PERFORMANCE CORPORATION (PPC) -					
0005	Subject Matter Expert (Technical) 2				\$245,893.44
0006	Jr. Network/System Security Engineer				\$21,918.00
	SUBTOTAL				\$267,811.44
	TOTAL (NOT-TO-EXCEED) LABOR				\$535,682.77
OTHER DIRECT COSTS (ODC's)					
0007	ODC's - Hardware, Software, and Equipment (NTE)				\$320,000.00
0008	ODC's - Travel (NTE)				\$5,000.00
	SUBTOTAL				\$325,000.00
	TOTAL (NOT-TO-EXCEED) AMOUNT				\$860,682.77

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Safeguards Information Local Area Network/Electronic Safe (SLES) Implementation

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall (1) Evaluate and confirm the SLES system design for production implementation; (2) Implement and roll out the SLES to approximately 150 additional users at NRC Headquarters; (3) Design and develop enhancements to the SLES to improve the usability of the system; and (4) Train all new and current SLES users and administrators on SLES system.

B.3 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$860,682.77.

(b) The amount presently obligated with respect to this contract is \$860,682.77. 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Section J, Attachment J-1 - Statement of Work

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

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

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

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

NUMBER	TITLE	DATE
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by the Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by the General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract for a period of 180 days or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

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

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 28, 2007 and will expire September 27, 2008.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 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: **Behrouz Golchane ("BG") or Roya Noory (Alternate)**

Address: U.S. Nuclear Regulatory Commission
Office Nuclear Sec. & Inc. Response
Mail Stop: T4-A57
Washington, DC 20555-0001

Telephone Numbers: 301-415-6196 ("BG") or 301-415-6868 (Roya)

(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.

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) All travel contemplated under this contract must first be authorized by the NRC Project Officer (*Refer to Sections 6.1 and 17. of the SOW*). However, the total expenditure for travel may not exceed \$5,000.00 without the prior approval of the contracting officer.

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

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

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

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

H.2 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JULY 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The contractor shall conduct a preliminary security interview or review for each IT level I or II access approval contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package. The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is

responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

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) and SF-85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

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), SF- 85P, and contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

H.3 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals thereof (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.4 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

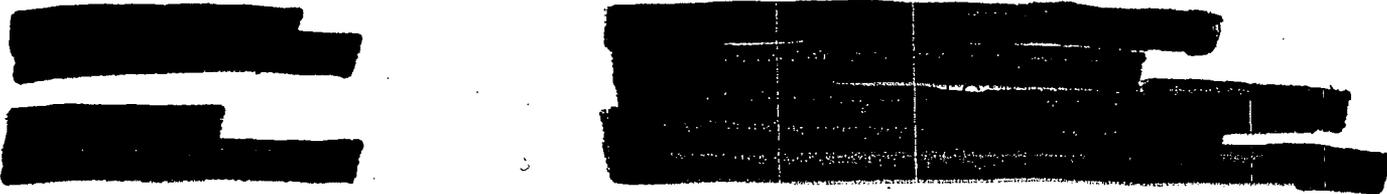
During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

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

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



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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

H.6 SEAT BELTS

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

H.7 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

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

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

H.8 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use,

misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.9 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.

H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

H.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the

implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH	JAN 2006

	AUTHORITIES AND REMEDIES	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

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

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

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

(c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it

issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

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

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

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

I.3 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-07-07-518 with the Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The TCOOMBS & ASSOCIATES LLC hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-07-07-518 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) 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 designated Contracting Officer of the Nuclear Regulatory Commission.

(4) That it will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Nuclear Regulatory Commission.

I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

(2) Except for novation agreements and advance payments, delegates to the NRC 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 NRC 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 NRC.

1.5 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the N/A 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.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its

fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor); subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this

contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

1.6 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (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 N/A 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.

1.7 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>	<u>NO. PAGES</u>
J-1	Statement of Work, including <i>Attachment 1 - High Level SLES System Description</i> <i>Attachment 2 - Preliminary List of Equipment (HW & SW)</i>	22 5 1
J-2	Billing Instructions for Time and Material Type Contracts	4
J-3	NRC Form 187 - Contract Security and/or Classification Requirements	2
J-4	Additional References – Link to NRC Management Directives	1

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ATTACHMENT J-1

Statement of Work, including Attachment 1 - High Level SLES System Description, and
Attachment 2 - Preliminary List of Equipment (HW & SW)



U.S. NUCLEAR REGULATORY COMMISSION (NRC)
OFFICE OF NUCLEAR SECURITY AND INCIDENT RESPONSE (NSIR)

STATEMENT OF WORK

**Safeguards Information
Local Area Network/Electronic Safe
(SLES)
Implementation**

NRC-07-07-518

ATTACHMENT J-1

Statement of Work, including Attachment 1 - High Level SLES System Description, and Attachment 2 - Preliminary List of Equipment (HW & SW)

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ATTACHMENTS:

Attachment 1	High Level SLES Systems Description
Attachment 2	Preliminary List of Equipment (HW & SW)

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ATTACHMENT J-1

Statement of Work, including Attachment 1 - High Level SLES System Description, and Attachment 2 - Preliminary List of Equipment (HW & SW)

1. Background

The Nuclear Regulatory Commission (NRC) uses and manages sensitive unclassified documents that contain Safeguards Information (SGI) used for handling sensitive security concerns related to physical protection of special nuclear material, source material, byproduct material, and nuclear power plant facilities. Although authorized staff throughout the agency and regions utilizes SGI, many of users are in the Office of Nuclear Security and Incident Response (NSIR), which is the sponsor of this procurement. Currently a large percentage of the SGI documents are paper copy which are stored in lock-bar cabinets. In addition, some of the SGI documents are electronic files that are stored on CDs and removable hard disks which are stored in lock-bar cabinets.

Over time, managing paper copies of SGI documents in the secure lock-bar safes has become increasingly difficult and caused delays and locating, accessing, and sharing SGI information with authorized staff. This has been problematic in communicating with Licensees and other federal, local, and State governments in responding to time-critical events which involve SGI concerns. For several years there has been interest in the NRC to develop and implement a secure intranet capability that allows authorized NRC staff in the Headquarters and the Regional Offices to share safeguards information in a secure and effective manner as well as on-going discussions to extend this secure capability to external users authorized for handling SGI at Licensee, federal, local, and State government organizations. Although outside the scope of this procurement, there has also been some discussion about whether a similar secure capability could be implemented for classified documents. The NRC has recognized the need to gain staff experience in technologies and administrative processes prior to investing in and undertaking a full production system.

In September 2005, the NRC started piloting capabilities for building a secured electronic repository for SGI documents. This E-Safe Pilot was brought up as a standalone system within a secured facility and utilized a version of the NRC's unclassified electronic document management system, ADAMS. The E-Safe Pilot was successful in demonstrating the capabilities in an isolated environment and continues with a limited Authority to Operate (ATO) within this confined environment. The conditions of the ATO are described in the SLES Security Plan.

In March 2006, as a separate activity, the NRC demonstrated a wireless network solution as a potential capability for providing authorized users desktop access to a secured document server. This Pilot was demonstrated as a proof of concept and utilized terminals at the users desktops with wireless connection to back-end servers, Smart Card technologies for user authentication and KVM switches to allow users to alternatively work on the SGI LAN or the agency wide network.

The experiences and lessons learned from these pilots were factored into the development of an SLES Business Case, which included alternatives analysis and cost justification based on investment benefits. The SLES Business Case was approved by the NRC in December 2006 which paved the way toward the SLES production system implementation.

Since June of 2006, NSIR has continued to work and build upon the worked accomplished during the two earlier pilot activities with the goal of obtaining a combined SLES Pilot System for approximately 60 authorized users. The SGI LAN which was categorized as a General Support

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Statement of Work, including Attachment 1 - High Level SLES System Description, and Attachment 2 - Preliminary List of Equipment (HW & SW)

System (GSS) was implemented as part of the SLES 60 user pilot, and the Certification and Accreditation package was submitted to Office of Information Systems (OIS) on June 14, 2007. OIS has reviewed the documents and the ATO was granted August 2, 2007.

Parallel to the activities described above, the E-Safe implementation project with Documentum as its document and record management software was started in May 2007 and the ATO for the E-Safe as a Major Application is expected to be granted by in January 2008. E-Safe will then be connected to the SGI LAN to complete the SLES 60 user pilot project. The SLES 60 user implementation will need to be operationally maintained as NSIR continues with the system development with additional users and its introduction into the NRC POE.

2. System Overview

Please refer to attachment 1 for a high-level system description.

3. Objectives

The objectives of this contract are to provide products and services which:

- Evaluate and confirm the SLES system design for production implementation
- Implement and roll out the SLES to approximately 150 additional users at the NRC Headquarters
- Design and develop enhancements to the SLES to improve the usability of the system.
- Train all new and current SLES users and administrators on SLES system.

The contractor shall provide the necessary personnel, and management to meet the requirements of this statement of work.

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Statement of Work, including Attachment 1 - High Level SLES System Description, and Attachment 2 - Preliminary List of Equipment (HW & SW)

4. Scope of Work

The SLES Implementation Project is the next step in the NRC's interest in developing and implementing secure intranet capability that allows authorized NRC staff to shared safeguards information internally in a secure and effective manner. The implementation is based on the SLES Business Case and the experience and lessons learned from the 60 user pilot implementation.

Initially the contractor shall conduct an evaluation of the SLES Pilot System and produce a report on findings and recommendations on production implementation of the system. The contractor shall then draft an implementation plan for rolling out the system to an additional 150 users at the NRC Headquarters. The required C&A documentation, including the SLES Security Plan will then be updated and re-submitted for obtaining the system ATO for the larger community of the users who will be located on multiple floors and both buildings of the NRC headquarters complex in Rockville, MD.

Included in this SOW is a task to upgrade or enhance the usability of the SLES system that is currently being implemented for the 60 pilot users and those who will join the community of the users during the course of this contract. The SOW also includes a task to evaluate and recommend solutions enabling the users of SLES to securely exchange Safeguards Information with external counterparts through establishment of a DMZ on the network. As a temporary solution to the users' functional requirement, the contractor is requested to implement the PGP data encryption method on SLES and manage its key issuance. Finally the contractor shall create new or update existing training materials and conduct training sessions for users and administrators of the system.

5. General Requirements

- The contractor shall maintain continuous availability of all key personnel for performing required tasks and to provide the services described in this Statement of Work (SOW).
- The contractor personnel shall adhere to and implement all documented required security measures in their activities as set forth by the Federal Information Security Management Act (FISMA) throughout the life of the contract. The contractor shall maintain the SLES System Security Plan and develop any other type of system security and operational documentation as requested by the NRC System Owner or System Owner designee.
- The contractor shall adhere to and follow the NRC Project Management Methodology (PMM) throughout the life of the contract. The PMM provides important system development guidance for all NRC IT programs across the life cycle from initial concept to retirement and defines key milestones, activities and deliverables. See the PMM White Paper attachment 3 to this statement for an overview of the PMM.
- The contractor shall coordinate their activities with other NRC internal offices, such as, the

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Office of Information Services (OIS) and the Office of Administration (ADM). The contractor shall work with various NSIR staff and other contractors involved in the existing SLES Pilot System.

6. Tasks

All of the work performed under this contract, and any output produced throughout the life of the project, shall be in accordance with all applicable NRC policies and procedures.

The contractor shall complete the tasks described below:

6.1 Project Management and Integration

The contractor shall conform to the NRC's Project Management Methodology (PMM) procedures, which detail various deliverables (artifacts) required for the development lifecycle stages (inception, elaboration, and maintenance). As part of PMM, the contractor shall develop a comprehensive Project Management Plan (PMP). The PMP shall include a project integration plan, a transition plan and a schedule, contractor staffing plan, milestones and the start/end dates for each activity with their dependencies. The project integration plan and schedule shall integrate all project activities and provide a level-5 Work Breakdown Structure (WBS).

The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks (work packages) or groups of tasks with decisive outputs and specific measurable start and completion criteria. Each work package shall have a short duration, or shall be divided into a series of milestones whose status can be objectively measured. Each work package shall be assigned start and finish dates, a budget value, and shall be integrated with higher-level schedules. The WBS shall provide a schedule and budget to accomplish the work, identify the resources needed to complete the work, and allocate the amount of effort and time required to complete each task identified. This information shall be used to calculate and track project earned value throughout the project lifecycle.

The integrated PMP shall also include the project Communications Plan, Quality Assurance Plan, Deployment Plan, Configuration Change Management Plan, Project Risk Management Plan and Travel Plan. Each of the documents shall have a revision number to reflect changes and updates as it will be required during the project life cycle.

The deliverables to be produced during task 6.1 include:

Item	Deliverable	Estimated completion Weeks from Award
1	Project Kick-off	1
2	Transition Plan	2
2	Project Integration Plan and schedule	4

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Item	Deliverable	Estimated completion Weeks from Award
3	Communication Plan	4
4	Configuration Change Management Plan	6
5	Deployment Plan	6
6	Quality Assurance Plan	6
7	Project Risk Management Plan	6

6.2 System Requirements (SRS) and System Architecture (SA) Review

This task ensures that the current design and requirements specifications of the SLES system are complete and that it can be implemented into the NRC's POE. Both documents were developed during the first phase of the SLES project. The contractor shall review and make recommendations for changes in both the SRS and SA document. The recommended changes will be reviewed and approved by the NRC project team and the Project Officer once the documents are updated. The contractor shall then develop a comprehensive system integration plan. This document outlines the implementation and integration of all components (SGI LAN, E-Safe) of the SLES system.

The deliverables for task 6.2 include:

Item	Deliverable	Estimated completion Weeks from Award
1	Revised SLES System Requirement Specification	4
2	Revised SLES System Architecture document	4

6.3 Equipment Procurement

This task ensures that all necessary equipment (HW/SW) for deploying SLES to 150 new users at the NRC Headquarters is provided. The contractor shall first identify all required equipment, any special configuration requirements and potential manufacturers/vendors and costs estimates for acquisition. The contractor shall only use licensed software for the SLES system. Public domain, shareware, or freeware may only be considered with written approval from the NRC DAA. Proof of software licensing is a concern for government use and must be factored into the procurement planning. The procurement list will include servers, networking equipment (switches, wireless

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controllers, encryption devices, etc.), users desktop and Kiosk equipment (terminals, Smartcard readers, KVM, peripheral devices, etc.), Operating System and other software, and all required use licenses. A preliminary list of equipment is provided (Attachment 2) for reference. Renewal of the existing licenses and the required manufacturer maintenance/service agreements for the existing SLES equipment should also be included in the procurement list.

Once the final procurement plan and the list is reviewed and agreed upon between the contractor and the Project Officer, NSIR shall submit the equipment list to the Office of Information Services (OIS) to obtain their approval before the procurement process is initiated.

The contractor shall proceed with the equipment (hardware, software and tools or services) procurement process based on the approved list. This task includes management of the entire procurement process from requesting competitive quotations from at least three approved sources and placing orders to the vendors to delivery, reception and deployment of the equipment. All equipment procurement orders by the contractor are subject to **prior** written approval of the NRC Project Officer and the NRC Contracting Officer. The NRC DC will provide the necessary assistance and guidance to the contractor on the acquisition.

The deliverables for task 6.3 include:

Item	Deliverable	Estimated completion Weeks from Award
1	Comprehensive list of needed HW/SW for the deployment of the SLES to 150 additional users in the NRC Headquarters.	5
2	All necessary equipment (HW/SW) to deployment of SLES to 150 additional users in the NRC Headquarters.	12
3	Equipment delivery inspection/validation report.	13

6.4 Equipment Configuration and Security Hardening

This task ensures that all SLES production system equipment, including hardware and software, is properly configured and hardened, and complies with all NRC security policies and procedures for handling sensitive systems and SGI. All system components must be properly configured and hardened and comply with all NRC security policies and procedures for a high sensitive system. The SLES Security Plan specifies security controls and procedures. The security hardening must meet the requirements outlined in the SLES Security Plan.

The contractor shall review the current SLES Pilot configuration and make recommendations for any changes. If necessary, the contractor shall update the SLES Pilot configuration and ensure that all equipment is hardened to meet the Agency's security standards for a high sensitive system, and the SLES Security Plan.

The deliverables in task 6.4 include:

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Item	Deliverable	Estimated Delivery weeks from Award
1	Updated as-built SLES equipment configuration	28
2	Revised SLES Security Plan (if needed)	28

6.5 Infrastructure, Site Preparation, Network Administration, and End-to-End Testing

This task ensures that the analysis for the site preparation and plan for the SGI LAN equipment is properly completed and complies with the Agency's security controls needed for a high sensitive system. This task is composed of the site and equipment planning which is required for the SGI wireless LAN:

This task also includes planning for the necessary network administration and monitoring which are critical for ensuring security procedures and controls remain in force to proactively detect and protect against unauthorized access and unnoticed transmission leakage.

The End-to-End Testing is to ensure that the integrated system is working properly, as planned, and meets the requirements in the SLES Security Plan, before Updating Procedures, Updating Engineering documentation (Section 6.7), and creating the Certification and Accreditation package (Section 6.8).

Headquarters Site Preparation (two buildings and multiple floors)

The contractor shall: (1) perform a site analysis survey to determine the locations for the Wireless Access Points (WAPs), (2) develop an installation plan (including wiring diagrams) for the wireless network components, (3) coordinate movement of equipment from the storage site to the HQ buildings, (4) setup and harden the LAN equipment, and (5) support the NRC and it's contractor in wiring tasks. The contractor shall also make recommendations and specify the physical space requirements (user desktop equipment, server room, kiosks and other needed equipment locations) for system deployment in the Headquarter buildings.

Deliverables for this task are included in the deliverables listed under task 6.5.

End-To-End Testing

The contractor shall comply with the NRC Project Management (PMM) requirements for systems implementation, including testing requirements. Because the SLES production system is a high sensitivity system, all development and testing of the systems shall be performed on a network separated and isolated from the NRC operational network. The development and testing components and network must comply with all NRC security policies and procedures for a high sensitivity system. The testing must ensure that security controls and procedures that are detailed in the SLES Security Plan are properly implemented.

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The contractor shall (1) create and execute scripted test plans which include functional unit testing, integrated systems testing, and load or capacity systems testing; (2) provide reports to the NRC PM of the testing results which include identification of any problems or constraints which are detected; (3) create and execute security tests which are the basis of the Security Test and Evaluation (STE). The security tests should fully cover the controls detailed in the SLES Security Plan.

The purpose of the end-to-end testing is to (1) verify and report that the SLES system is operating per specifications; (2) confirm security controls detailed in the SLES Security Plan so that adjustments may be made prior to C&A package preparation; (3) detect and resolve problems early on; and (4) complete preparation for a production release. The contractor should plan for regression testing scripts that will be utilized throughout the lifecycle and future enhancement and updates to the SLES system. The contractor should plan flexible modular testing, in the event that either the E-Safe system or the SGI LAN system is redesigned or replaced as a separate component. The contractor should plan security testing to accommodate changes or modification to the SLES Security Plan that result in security regression tests.

Item	Deliverable	Estimated completion Weeks from Award
1	Site Analysis/User Survey report	12
2	Wireless Site Survey	12
3	Installation Plan for the WAPs, controllers and switches for each of the buildings and floors.	16 weeks
5	Functional Test Report	24 weeks
6	SLES End-to-End Testing Plan and Scripts	24 weeks
7	SLES Security Test Report	24 weeks
8	SLES Testing Report	24 weeks

6.6 SGI LAN Engineering Documentation

This task ensures that all required engineering documents for the SGI LAN are reviewed and, if necessary, updated so they accurately depict the SLES system deployed in the NRC POE. This documentation is also required for obtaining FISMA C&A.

The contractor shall review and if necessary update all engineering documents as required. Existing SGI LAN engineering documents for the SLES pilot program will be available to the contractor for review and revisions, if needed.

The deliverables for task 6.6 include:

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Item	Deliverable	Estimated Completion Weeks from Award
1	SGI LAN Annotated Outlines	33
2	SGI LAN Design Specifications (Physical / Layout)	33
3	SGI LAN Configuration Control Guide	36
4	SGI LAN Users Guide update	40
5	SGI LAN Desktop User Reference	40
6	SGI LAN System Administrators Guide update	32
7	SGI Network Administrators Guide	33
8	SGI LAN Thread Analysis Document (s)	33
9	Revised SLES Security Plan (as needed)	33

Note

The document in the table shown above, called, "SGI Thread Analysis," is a low-level engineering document. It will describe all of the system inputs and outputs (I/O) and all of the details about the system configuration and communication links. This document also describes any baseline environment variables, operating system parameters and system processes.

6.7 Certification and Accreditation of the SGI LAN

This task is required to complete system certification and accreditation and an independent test and certification of the system for security. An independent tester may be required to perform the security test, evaluation, and contingency testing on the system. The contractor shall support the NSIR in its efforts to certify and accredit the SLES under FISMA as a High Impact General Support System by assisting with the completion of required security deliverables that include Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Actions Plan and Certification Letter.

The contractor shall support the NRC in its effort to conduct security tests and evaluation, and contingency tests as needed, if needed to ensure system certification. The contractor will provide assistance to the NRC security contractor responsible for developing and performing the test.

This effort will also require the contractor to attend meetings and prepare presentations, memorandums and meeting minutes as needed.

The deliverables for task 6.7 include:

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Item	Deliverable	Estimated Completion Weeks from Award
1	SGLAN Security Categorization Package	37
2	SGLAN Risk Assessment	39
3	SGLAN System Security Plan Note: this is the SLES Security Plan that has been subject to revision at each development step	40
5	SGLAN Contingency Test Plan Note: this is related to the earlier test scripts	39
7	SGLAN Contingency Test Report	40
9	SGLAN ATO renewal Package	40

6.8 SLES Record Management Procedures and Workflow Processes

This task ensures that both the existing and any new workflow processes for handling, creating, storing and retrieving SGI are defined and complete. The contractor shall review, and if necessary, update procedures and manuals on how the users should manage their SGI documents/records in the E-Safe and on the network portal. All SLES processes used shall fully comply with DOD 5015.2, or later, standards. The contractor shall also review, and if necessary, update the documented system administrator procedures and manuals and troubleshooting guides and data recovery procedures for both the network portal and E-Safe.

The deliverables for task 6.8 include:

Item	Deliverable	Estimated completion Weeks from Award
1	Updated user workflow processes and document handling procedures and manuals	36
2	Updated system administrator documentation (e.g. procedures, manuals, troubleshooting guides and data recovery procedures)	36

6.9 Operations Enhancements, Coordination and Integration

This task ensures that the SLES operations will proceed smoothly and that the efforts of the contractor for enhancements and supporting the system in operation shall be in coordination with all stakeholders and other contractors working on the project. Currently the PGP encryption method is used by the SLES users to send and receive SGI documents between the NRC headquarters and external counterparts. The PGP encryption method is a temporary solution adopted by NSIR to enable users to send to and receive SGI documents from the NRC and other

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stakeholders. The PGP implementation shall be independent of the SLES system and its use shall be sunset once the SLES production system in its development provides access by authorized remote users to the system. The contractor shall create the necessary procedures for managing and manage the PGP keys issuance, usage and their changes for the users during this contract duration.

The deliverables for the task 6.9 include:

Item	Deliverable	Estimated completion Weeks from Award
1	Procedures for using PGP with the SLES	6
2	Procedures for managing the PGP keys	8
3	Management of the PGP keys for the users	12

7. Users Training and Support Task

The contractor shall review and update the existing training materials (e.g. user materials and administrator materials), organize and conduct training sessions with users and administrators and register and issue training certificates to each individual that completes the training. Because the Safeguards information is of high sensitivity and will require both users and administrators to observe the controls and protections which are described in the SLES Security Plan, the contractor will need to develop a separate guide and training document that ensures awareness of (1) access authorization policies and procedures; (2) responsibilities and behaviors needed to protect the Safeguards information; (3) reporting for breaches or unauthorized release of Safeguards information; (4) responsibilities for "decommissioning" or "deactivating" a user account and/or Safeguards information from the system.

Training sessions shall be provided in a classroom setting at NRC Headquarters. Training classes will be available for a maximum of twenty individuals per session and will be provided until all SLES users and administrators have attended at least one complete training session.

In addition to classroom training, hands-on training and user support will be provided to NRC staff as needed.

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This task ensures that all current and new users in the headquarters are appropriately trained to use SLES and are aware of the procedures and policies related to its use and operation. This task also includes training users on the Record Management/Document Management tool, Documentum and the Aqualogic portal software. This task also ensures that system administrators are appropriately trained to perform their duties. The contractor shall provide estimated costs for providing 10 training sessions.

The deliverables for task 7 include:

Item	Deliverable	Estimated Completion Weeks from Award
1	User and Administrator Training Material	45
2	Updated user Desktop Reference	45
3	Updated SLES Security Plan for Users and Administrators	40
4	Training Sessions and Support Briefings	45
5	Data Transfer Training Material	45
6	Reports on Training	50

8. Project Management Methodology (PMM)

This project requires the contractor to follow the NRC PMM throughout the life of the contract. The PMM provides important system development guidance for all NRC IT programs across the life cycle from initial concept to retirement and defines key milestones, activities and deliverables. See the PMM White Paper attachment 2 to this statement for an overview of the PMM.

9. Tools

This project requires the contractor to use the Rational Enterprise Suite throughout the life of the contract. The NRC will provide the software on each of the contractor's Government provided desktops at NRC Headquarters. This suite of tools, which consists of RequisitePro, ClearCase,

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ClearQuest and Test Manager, will be used for performing requirements management, configuration management, change management, and test management. For more information on these tools, please see the IBM website at <http://www-306.ibm.com/software/rational/>.

10. Period of Performance

The period of performance for this contract shall be 1 year from the date of contract award.

11. Place of Performance

The place of performance for this project will be at:

U.S. Nuclear Regulatory Commission

Headquarters

11545 and 11555 Rockville Pike

Rockville, MD 20852

12. Contractor Personnel Skill Set Requirements

The contractor staff shall possess and demonstrate experience and knowledge to meet the following skill set requirements:

- Extensive experience and knowledge of network design, security, wireless communications and wi-fi technologies and devices.
- Experience with designing, implementing, and testing similar secured systems
- Extensive experience in program/system analysis, design, development, and deployment techniques for information technologies and secure network distributed systems
- Experience with Portal design and implementation and configuration
- Extensive experience with and knowledge of FISMA and application certification and accreditation
- Experience with developing administration and operations support procedures for secure wireless networks and document management systems
- Experience with training users, network, and systems administrators
- Experience with designing and implementing Enterprise Content Management systems to include records and document management tool, Documentum.

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The contractor shall demonstrate knowledge and experience with applying and federal compliance standards for security specifications including:

- a) FIPS 140-2, NIST Encryption Standards
- b) FIPS 199, Standards for Security Categorization of Federal Information and Information Systems
- c) FIPS 200 Minimum Security Controls for Federal Information Systems
- d) NIST SP 800-30 Risk Management Guide for Information Technology Systems, July 2002
- e) NIST SP 800-60, Volume I: Guide for Mapping Types of Information and Information Systems to Security Categories
- f) NIST SP 800-60, Volume II: Guide for Mapping Types of Information and Information Systems to Security Categories
- g) NIST SP 800-18 Guide for Developing Security Plans for Information Technology Systems
- h) NIST SP 800-26 Security Self-Assessment Guide for Information Technology Systems
- i) NIST SP 800-37 Guide for the Security Certification and Accreditation of Federal Information Systems
- j) NIST SP 800-47 Security Guide for Interconnecting Information Technology Systems
- k) NIST SP 800-53 Recommended Security Controls for Federal Information Systems
- l) NIST SP 800-64 Security Considerations in the Information System Development Life Cycle
- m) DOD 5015.2 requirements regarding implementation of the electronic recordkeeping systems
- n) Appendix III to OMB Circular No. A-130 - Security of Federal Automated Information Resources
- o) DoD 5220.22-M: National Industrial Security Program Operating Manual (NISPOM)
- p) Additional issuances from the Committee on National Security Systems relevant to classified systems
- q) Federal Information Security Management Act 2002
- r) NRC Management Directive 12.5
(<http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>)

In addition, the contractor personnel skill sets shall demonstrate strong communications and interpersonal skills. The contractor manager and designated staff shall be required to meet with, discuss, and obtain information required to accomplish the tasks described in this statement of work, which will involve regular communications – formal and informal – with senior NRC staff members. The contractor manager and designated staff are required to communicate with, coordinate, and collaborate with security experts within the NRC Office of Information Services (OIS) to ensure that the SLES production system follows the NRC security standards and meets the compliance requirements with security regulations.

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13. Safeguard of Proprietary Information

In connection with the performance of the work under this delivery order, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub.L. 93-579) or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this delivery order. 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 delivery order.

14. Status Meetings and Progress Reporting

Contractor shall schedule, prepare and conduct weekly project status meetings with the NRC SLES project management team during which progress and other project related issues are presented and discussed. Contractor shall produce minutes of each meeting and shall submit them within three days after each meeting to Project Officer for concurrence.

Contractor shall document/produce meeting minutes for other project related meetings as requested by the NRC staff and other project stakeholders.

14.1 Monthly Technical Progress Report

Contractor shall also provide a monthly Technical Progress Report to the NRC Project Officer and the Contracting Officer by the 10th day of each month. Additional types of status reports may also be required and will be requested by the NRC Project Officer on an as needed basis. The monthly Technical Progress Report provided shall contain a summary of the work performed for each task during the reporting period, include the appropriate statistics and plans for the next reporting period and provide a discussion about the overall project plan, problems or issues, and any proposed corrective actions with an analysis of the impact on other tasks within the scope of this

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statement. The report shall also contain a status of the projected ceiling costs, hourly/rate expenditures by resource during the reporting period, cumulative expenditures to date, funds obligated to date, a balance of the funds required to complete the order and Earned Value Management (EVM) measurements for contractor schedule and costs.

14.2 Earned Value Management Reporting

Using EVM on IT projects incorporates best practices to improve NRC project planning and execution as well as promote more effective oversight.

The Contractor shall report earned value consistent with the Section A-11, Part 7 of the ANSI Standard 748. Schedule variance data submitted shall provide visibility into root causes and establish corrective actions to project completion within established task order schedule. All EVM data shall be provided in tabular and graphical formats to communicate cost variance and schedule status, as well as the technical completion status of the project relative to the Performance Measurement Baseline.

EVM data shall be collected using a Level 5 Work Breakdown Structure (WBS). The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks or groups of tasks (work packages) with decisive outputs and specific measurable entry and exit criteria. Each work package shall have a short duration, or can be divided into a series of milestones whose status can be objectively measured. Each work package shall be assigned a start and finish date, a budget value, and can be integrated with higher-level schedules.

The Contractor shall collect and report on each of the following measures:

Performance Measurement Baseline (PMB)

Budgeted Cost of Work Scheduled (BCWS)

Actual Cost of Work Performed (ACWP)

Budgeted Cost of Work Performed (BCWP)

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Cost Variance (CV) – The numerical difference between the earned value (BCWP) and the actual cost (ACWP).

$$CV = BCWP - ACWP.$$

Schedule Variance (SV) - An indicator of how much a program is ahead of or behind schedule.

$$SV = BCWP - BCWS.$$

Cost Performance Index (CPI) – The cost efficiency factor representing the relationship between the actual cost expended and the earned value.

$$CPI = BCWP/ACWP.$$

Schedule Performance Index (SPI) – The planned schedule efficiency factor representing the relationship between the earned value and the initial planned schedule.

$$SPI = BCWP/BCWS.$$

Budget at Completion (BAC) – The sum total of the time-phased budget.

Estimate to Complete (ETC) – A calculated value, in dollars or hours that represents the cost of work required to complete remaining project tasks.

$$ETC = BAC - BCWP.$$

Estimate at Complete (EAC) – A calculated value, in dollars or hours that represents the projected total final costs of work when completed.

$$EAC = ACWP + ETC.$$

The Contractor shall calculate Earned value credit as a binary value, with 0 percent being given before task completion and 100 percent given when completion of each work unit is validated.

The Contractor shall establish specific measurable exit criteria for each task to simplify tracking of task completion, and thus credit the earned value of the task to the project so that the earned value of the project at any given point in time is obtained by “simple math” rather than by subjective assessment.

15. Government Furnished Information

The following information shall be provided by the NRC during performance of this SOW:

- E-Safe System documentation

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- SGI SLES System Architecture Document, Version 1.0
- SLES Business Case (specific components as it pertains to the contractor's tasks)
- SLES approved Security Plan
- NRC PMM documentation (artifacts specifications)
- NRC FISMA documentation (certification and accreditation artifacts specifications)
- NRC Pilot SLES system documentation

16. Government Furnished Equipment

- a. The following resources shall be provided by the NRC:
 - 1) The NRC will provide authorized contractor personnel with appropriate access to the NRC Rockville, MD building and the applicable spaces for installation of the SLES.
 - 2) For the duration of the project, the NRC will provide 3 standard workstations with a standard NRC PC (with a CD-ROM, 3.5" floppy disk) and a monitor at the NRC Headquarters in Rockville, MD. These four workstations will be used by the contractor for daily administrative tasks, and will not contain project sensitive data. As appropriate the machines will have access to a removable hard drive, printer and Microsoft Office. This workstation will have the appropriate access to required staff and data and may be in a security access controlled area. There will be an email account for each of the contractor staff working on the project. The workstation will have internet connection but all internet access will be monitored by the LAN system administrator.
 - 3) For the duration of the project development activities, the NRC will provide access for the contractor to all necessary hardware and software which is required for the development, and testing of the SLES system. This equipment will be secured and may contain sensitive Safeguards and Safeguards related data. This equipment will be separated and isolated to a secure network environment. This equipment will reside within a security access controlled area. The contractor will be responsible for observing NRC security policies and procedures related to the access and use of this equipment. The contractor will be responsible for properly configuring and hardening this equipment in compliance with all

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NRC security policies and procedures for a high sensitivity system.

- b. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification the NRC contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 2 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, physical Security Branch.
- c. All other equipment/property required in performance of this contract shall be furnished by the contractor.

17. Travel

It is estimated that up to four (4) one-person, two-day trips may be required to attend meetings at NRC Region I (King of Prussia, PA), Region II (Atlanta, GA), Region III (Lisle, IL), and Region IV (Arlington, TX). All project related travels under this contract will be reimbursed in accordance with Federal Travel Regulations. Travel may be required during the course of the contract execution from the NRC Headquarters (Rockville, MD.) to the Regional Offices as required. All travel requests must be submitted to the NRC Project Officer for approval a minimum of 3 days before the requested date of the travel. The contractor shall comply with specific travel requirements defined in the approved SLES Travel Plan, which is a required document under Project Coordination and Integration and according to the planned schedule as part of the project pre-approved project base-line schedule.

Attachment # 1 - System Overview

The following is a top-level description of the system, its operational environment, and interfaces to provide an understanding of what the target system is to accomplish.

The SGILAN operates as a General Support System (GSS). The E-Safe is a Major Application which will be connected to the Secure LAN.

The network is predicated on the following core components:

1. SGI LAN server hosts maintained in a secure room.
2. Secure Wireless network infrastructure will provide encrypted and secure communications from access devices (thin clients) to the host servers.
3. Thin Client devices utilize KVM switches for authorized users to access the SGI LAN with low impact to existing unclassified PC environment.
4. Secure Regional Office Segments supported by encrypted tunnel within the NRC communications infrastructure.
5. A highly secure out-facing segment of the LAN (DMZ) that will be used for internet channel communications for external authorized users only.
6. Secure Web Services providing portal access to remote users on encrypted channels.
7. Strong authentication controls using combination of Smartcard, PKI and hardened network OS.

SGI LAN - Access Scenarios

The table that follows serves to illustrate several scenarios by which various users of the SLES may access the Secure LAN. The table should be used in conjunction with **Figure 1: System Context Diagram** to gain a high-level understanding of the system interfaces that would be put into place to access the Secure LAN. Note that part of the NRC SLES wireless network (internal) has been implemented for approximately 60 users as part of the pilot implementation.

Note: The illustration references within the table relate to the triangular markers within **Figure 1:**

System Context Diagram.

Secure LAN - Access Scenarios	Users	User Action	System Response	Illustration Reference
NRC SLES Network (Wireless) - Internal	Internal NRC Employees	Authorized internal NRC users will set the KVM switch to connect their keyboard, mouse, and monitor to the thin client. They will then power up the thin client to access the SGI LAN.	The system will prompt the user to provide a PIN code associated with their smartcard.	1, 2, 3

		The user will provide the system with a PIN code associated with their smartcard.	The system will read and register the PIN code provided by the user. The system will then challenge the user to authenticate with a valid username and password.	
NRC Network – External	NRC Regional Offices	Authorized internal NRC users will set the KVM switch to connect their keyboard, mouse, and monitor to the thin client. They will then power up the thin client to access the SGI LAN.	The system will prompt the user to provide a PIN code associated with their smartcard.	1, 6
		The user will provide the system with a PIN code associated with their smartcard.	The system will read and register the PIN code provided by the user. If the PIN matches, the user will be provided access to the appropriate data and functionality.	
Internet Portal (DMZ)	External Authorized Users: Internal NRC Employees Federal	Remote access to authorized users will be provided via a secure URL, which will point to the SLES Portal running in the DMZ.	The system will prompt the user to provide a PIN code associated with their smartcard or token.	1, 4, 5

		<p>The user will provide the system with a PIN code associated with their smartcard or token.</p>	<p>The system will read and register the PIN code provided by the user.</p> <p>If the PIN matches, the user will be provided access to the appropriate data and functionality.</p>	
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SLES Secure Network – High Level View

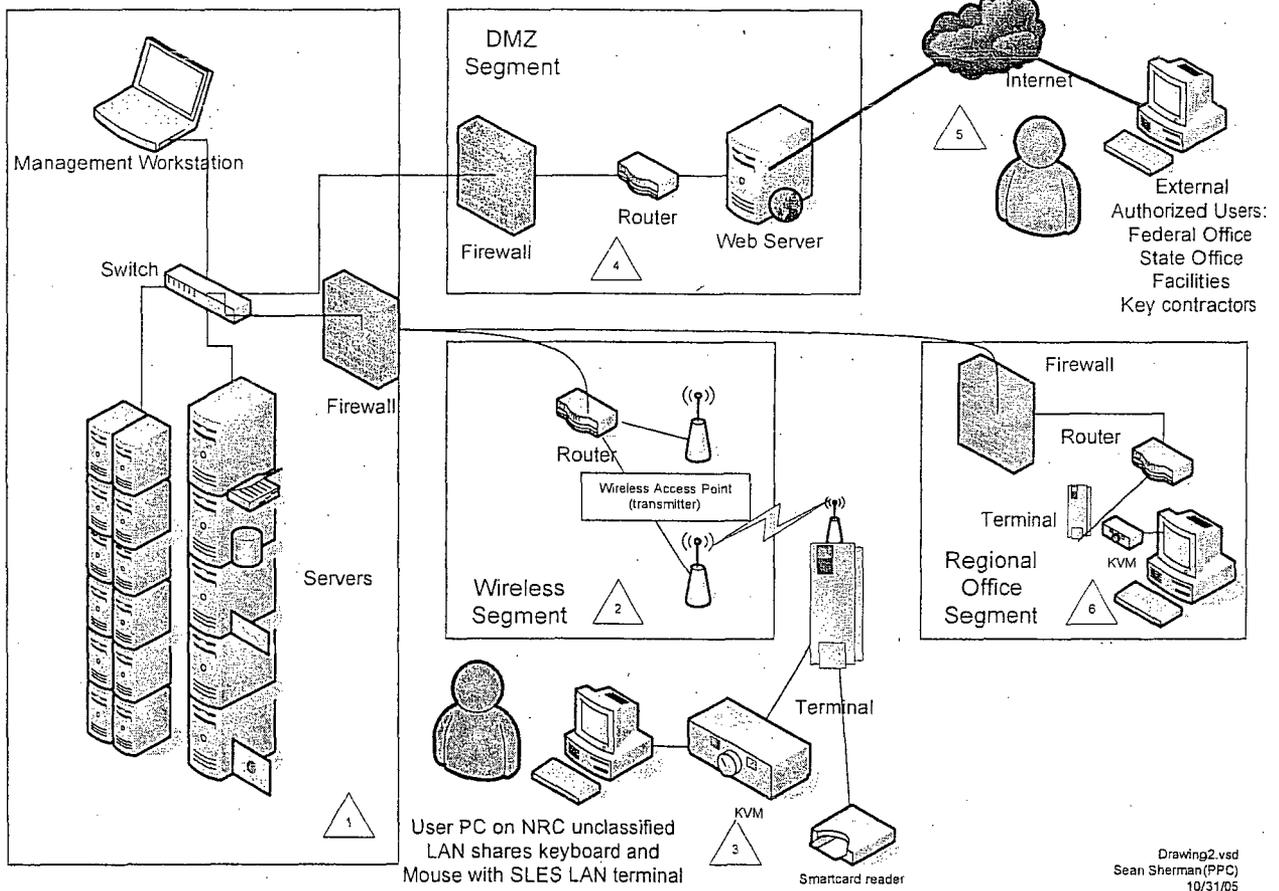


Figure 1 - System Context Diagram

Drawing2.vsd
Sean Sherman (PPC)
10/31/05

1.1 Functional Capabilities

E-Safe

The E-Safe provides document management and records management features as defined in the Safeguards SLES System Requirements Specification. The significant features built into the E-Safe are:

- Document Management – document capture and scanning, search and retrieval, version control, organizing and packaging documents, reporting, workflow and approval
- Records Management – records schedules, disposition and destruction of records
- Security and Administration - user account and group management; need to know access control to documents, folders and packages for users and groups

Paper and or electronic documents are delivered to the secure room for scanning by authorized staff. Electronic files are handled in the secure room in accordance with security requirements. Select authorized Document Processing Center (DPC) personnel are the primary personnel allowed to scan, capture, and profile paper and or electronic SGI documentation into the E-Safe repository. Additionally, maintaining the documents, document repository, and document profile information is only allowed for select authorized personnel in accordance with the system security requirements. The document profile is the portion of the E-Safe repository that collects and maintains information about the related document. This information includes information such as the document title and date of entry into the E-Safe (See the Data Requirements section of the SRS for the profile definition). Further maintenance of the documents profile will be performed by other select authorized personnel such as the author and document owner.

Secure SGI Network

The SLES network will provide a network environment, and will include a secure portal for controlled access to E-Safe and other applications. The network must provide a robust user capacity and an electronic and physically secure environment. The network must be approved for SGI data which will require OIS approval and DAA accreditation. The key systems requirements for the network are in a table in the following section. The table was extracted from the SLES SRS documentation and reviewed in the SLES Candidate Solutions Analysis which discussed the functional capabilities, alternatives and recommendations.

1.2 System Characteristics

A Secure SGI Network will contain at the following components:

- Core components including: LAN protocol, the local area network servers providing domain, data, and application hosts, an intrusion detection system, web servers, firewalls, routers, power backup and physical access controls, and the portal.
- A terminal on the user's desktop or at a common access area (kiosk) which allows access to the network.

The transmission medium which connects the servers, data and applications to users, either on desktop or remotely. Examples of transmission technology include fiber optic cable, standard copper network cable (Ethernet category 5), or wireless RF transmission.

Privacy Considerations

There will be no information covered by the Privacy Act contained in this system .

There is no NPI (non-public, personally identifiable information) stored by the SLES/E-Safe system.

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Attachment 2 to SOW

SLES HW/SW preliminary procurement list

WYSE Terminals	Part Number	Quantity	Brand
Wyse V90 (512 MB Flash/256MB RAM)	902094-05	150	WYSE
Wyse V90 (512 MB Flash/512MB RAM)	902094-21	1	WYSE
Wyse Device Manager (Rapport), Per Seat	730804-50	150	WYSE
3 yr Upgrade/Maintenance Contract, Wyse Device Mgr	730939-06	150	WYSE
Wireless NIC	3CRPAG175B	150	3Com
Avocent KVM Model MM2	2SVPUA20-001	150	Avocent
Avocent KVM Cables for USB Keyboards	SVUSB-6	150	Avocent
External Floppy	PA905U	5	TARGUS
External CD/RW	32885	5	lomega
External DVD/RW	33173	5	lomega
Power Strip (fused) – 8 Outlet	STP180	150	BELKIN
Fast Ethernet 100Base –TX to 100Base-FX	E-100BTX-FX-05(SC)	30	Transition
SEWP Surcharge Fee	N/A	0	N/A
Enterprise Access Card Solution (CMS-ActivClient) WIN Package	EAB54WP	1	ACTIVIDENTITY
PCM two reader, 3 tokens	PCM 203P	2	ACTIVIDENTITY
ActivCard 64K smart cards -No profile-25 unit package	SC064JWA0025	0	ACTIVIDENTITY

Server Equipment	Part Number	Quantity	Brand
PE 2850, 2.8Ghz/2MB, XEON, 800 with 4GB of memory	PE2850	1	DELL
Optiplex GX520 Small Form Factor Pentium 4 640/3.2Ghz 2M, 800FSB, HyperThreading (221-9641) (with all the specifications included in the quote 302517815)	OptiPlex GX520 SFF	1	DELL
17IN LCD 500:1 1280X1024 LCD1770NX-BK Black DVI/VGA USB	LCD1770NX-BK	1	NEC
Wireless NIC	A02517815	1	3COM
CISCO NETWORKING	Part Number	Quantity	Brand
GE SFP, LC connector SX transceiver 3 rd floor and 4 th floor	GLC-SX-MM=	10	CISCO
Catalyst 3560 24 10/100 PoE + 2 SFP Enhanced Image	WS-C3560-24PS-E	5	CISCO
SMARTNET 8X5XNBD Catalyst 3560 24 10/100	CON-SNT-356024PE	5	CISCO
GE SEP,LC connector SX transceiver	GLC-SX-MM=	1	CISCO
Cisco Secure ACS 4.0 Solution; includes HW and SW	CSACSE-1113-K9	1	CISCO
Config. Option; CSACS 4.0 Software loaded on Cisco 1112	CSACSE-4.0-SW-K9	1	CISCO

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SMARTNET 8X5XNBD Cisco Secure ACS 4.0	CON-SNT-CSA1113	1	CISCO
SW APP SUPP Cisco Secure ACS 4.0	CON-SAS-CSA1113	1	CISCO
SW APP SUPP Config. Option; CSACS 4X SW	CON-SAS-CSACS4.X	1	CISCO
4400 Series WLAN Controller for up to 12 Lightweight APs	AIR-WLC4402-12-K9	7	CISCO
AIR Line Cord North America	AIR-PWR-CORD-NA	5	CISCO
Software	SWLC4400K9-40	5	CISCO
SMARTNET 8X5XNBD 4402-12 WLAN Controller	CON-SNT-WC440212	5	CISCO
802.11ag LWAPP AP Integrated Antennas FCC Cnfg	AIR-LAP1131AG-A-K9	60	CISCO
AIR Line Cord North America	AIR-PWR-CORD-NA	60	CISCO
Power Supply	AIR-PWR-A	60	CISCO
Cisco 1130 Series IOS WIRELESS LAN LWAPP RECOVERY	S113RK9W-12307JX	60	CISCO
SMARTNET 8X5XNBD 802.11ag LWAPP AP Intg Ant FCC Cfg	CON-SNT-LAP1131A	60	CISCO
Fortress 7500 Secure Gateway Includes first year of maintenance	AF7500M	1	FORTRESS TECH
Maintenance 7500 (3 yrs)	SS-7500-1	3	FORTRESS TECH
Fortress Access Control Software (ACS)	AF-ACS	1	FORTRESS TECH
Fortress maintenance & support for 1 additional year for ACS	AF-ACS-1	2	FORTRESS TECH
Fortress Client Software license	FCLT-WIN	150	FORTRESS TECH
Maintenance CALS (3 yrs) for 65 users	SS-CLT-WIN-1	450	FORTRESS TECH

Software	Part Number	Quantity	Brand
Windows 2003 Server	P73-00205	2	MS
Terminal Service Client (20 Licenses per package)	R19-00847	8	MS
MS Outlook Client CAL	381-01590	150	MS
SQL Server Client	359-01711	150	MS
MS Office Pro	269-06826	150	MS
Exchange Server	312-02662	1	MS
SQL Server 1 Processor License	228-03132	1	MS
Veritas BEWSSVR CPSV10.1COMBOFULL V ERLIC/24X7SPT 1YRVL E	S180498-OLE000	2	SYMANTEC

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Attachment 2 to SOW

Veritas BackupExec - Exchange	S180618-OLE000	1	SYMANTEC
Veritas BackupExec - SQL	S180638-OLE000	1	SYMANTEC
Citrix Metaframe Presentation Server Xpe (concurrent license - Windows) -20 users	MW2ZPSE0001	8	CITRIX
ECORA software	Part Number	Quantity	Brand
Enterprise Windows Maintenance 1-yr	MI-EA-36 V3.X	5	ECORA
Auditor Maintenance - 3 yrs	MI-AM-36 V3.X	11	ECORA
Sessions of Rapid Remote Professional Services	PS-EA-R	1	ECORA

Printers	Part Number	Quantity	Brand
5110cn Color Laser Printer	222-2215	5	DELL
511cn 500 Sheet Drawer	310-7900	5	DELL
USB Printer cable		5	DELL
Workgroup Laser Printer 521n	222-0945	5	DELL
521n Duplexer	310-7228	5	DELL
Misc.	Part Number	Quantity	Brand
VIEWSONIC VA912B 19In DVI LCD Black	VA912B-4	3	Viewsonic

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ATTACHMENT J-2

Billing Instructions

**BILLING INSTRUCTIONS FOR
TIME AND MATERIALS AND LABOR HOUR TYPE CONTRACTS**

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

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

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

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

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

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

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

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

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ATTACHMENT J-2

Billing Instructions

Billing Instructions

Page 2 of 2

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

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

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

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

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

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

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ATTACHMENT J-2

Billing Instructions

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

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

Payee's Name and Address

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

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____

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

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ATTACHMENT J-2

Billing Instructions

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

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

TCOOMBS & ASSOCIATES, LLC
6551 LOISDALE COURT, SUITE 500
SPRINGFIELD, VA 22150

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

NSR-07-518

B. PROJECTED START DATE

09/28/2007

C. PROJECTED COMPLETION DATE

09/27/2008

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

"SAFEGUARDS INFORMATION LOCAL AREA NETWORK/ELECTRONIC SAFE (SLES) IMPLEMENTATION"

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.

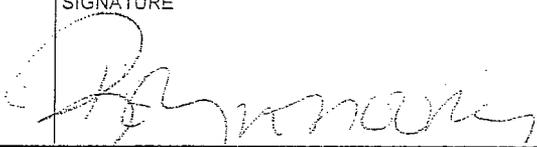
D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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 ROYA NOORY; NRC PROJECT OFFICER (NSIR/PMDA/IT)	SIGNATURE 	DATE 8/2/07
---	---	-----------------------

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF FACILITIES AND SECURITY

NSIR
8/2/07

8/2/07

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

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

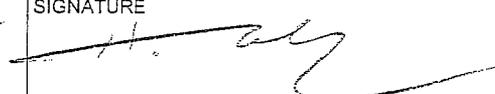
DIVISION OF FACILITIES AND SECURITY (Item 10B)

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 MIRIAM L. COHEN	SIGNATURE 	DATE 8/2/07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY MARK A. LOMBARD <i>Deputy Director</i>	SIGNATURE 	DATE 8/6/07
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) MARY LYNN SCOTT	SIGNATURE <i>for</i> 	DATE 8/7/07

REMARKS

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ATTACHMENT J-4

References/Links

1. 48 CFR 2009.5, Organizational Conflict of Interest can be found at the following URL on the NRC public website:

<http://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

2. NRC Management Directives may be found at the following URL:

<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>