

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-07-08-503	3. EFFECTIVE DATE See block 20c.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 07-08-503
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PRIME SOURCE TECHNOLOGIES, LLC 1224 M ST NW STE 100 WASHINGTON DC 200055199	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
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CODE 096463000	FACILITY CODE	11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Louise Lovell, 301-415-7835 Washington DC 20555	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(6) ()	14. ACCOUNTING AND APPROPRIATION DATA Obligate: \$413,463.91 B&R: 811-15-123-317 Job: R1111 BOC: 3130 Approp.: 31X0200.811 FFS: NSR-08-503 DUNS: 096463000
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall provide the supplies and services as required on the attached SOW. Total Contract Ceiling: \$413,463.91 Total Obligated Amount: \$413,463.91 Period of Performance: award date through 9/30/2009.				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	G	CONTRACT ADMINISTRATION DATA	2		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	1				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> 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. <input type="checkbox"/> 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) PENG E YAP, PRESIDENT	19C. DATE SIGNED 8/29/2008	20A. NAME OF CONTRACTING OFFICER Heriberto Colon Contracting Officer	20C. DATE SIGNED 8/29/08
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SUNSI REVIEW COMPLETE OCT 23 2008

TEMPLATE - ADM001

ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

Item #	Description		QTY	Unit Price	Unit	Total
1	Design	FFP	[REDACTED]	[REDACTED]	LOT	\$36,000.00
2	Hardware	FFP	[REDACTED]	[REDACTED]	LOT	\$54,081.70
3	Software	FFP	[REDACTED]	[REDACTED]	LOT	\$151,799.21
4	Professional Services	FFP	[REDACTED]	[REDACTED]	LOT	\$85,800.00
5	Training	FFP	[REDACTED]	[REDACTED]	LOT	\$13,500.00
6	Travel	Cost Reimbursement	[REDACTED]	[REDACTED]	LOT - NTE	\$24,029.00
TOTAL						\$365,209.91

These CLINS were optional in the RFP and are hereby exercised at time of award and made part of this contract.

Item #	Description		QTY	Unit Price	Unit	Total
7a	FISMA Certification	Labor Hours	[REDACTED]	[REDACTED]	Hrs	\$7,500.00
7b	Travel – FISMA certification	Cost reimbursement	[REDACTED]	[REDACTED]	LOT	\$1,754.00
8	Status Boards	Labor Hours	[REDACTED]	[REDACTED]	Hrs	\$24,000.00
9	Integration of E-Library	Labor Hours	[REDACTED]	[REDACTED]	Hrs	\$15,000.00
TOTAL			est.			\$ 48,254.00

TOTAL INCLUDING ALL OPTIONAL SERVICES

\$413,463.91

B.2 PROJECT TITLE

The title of this project is as follows: Incident Response Management System

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The primary objective of this contract is to replace the existing response computer system with a modern incident response management system for OCIMS (Operation Center Information Management System, which will allow the NRC to have enhanced capabilities related to crisis management and incident response reporting, tracking, and coordination.

B.4 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$413,463.91.

(b) The amount presently obligated with respect to this contract is \$413,463.91. 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.

**STATEMENT OF WORK
FOR CONTRACTOR TO PROVIDE AN
INCIDENT RESPONSE MANAGEMENT SYSTEM FOR OCIMS**

1. BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) responsibilities during an emergency response to an accident are to monitor, assess, and, if necessary, direct the utility to take actions to protect the health and safety of the public and to promote the common defense and security. In order to carry out these responsibilities, the NRC maintains a Headquarters Operations Center (HOC) located on the 4th floor of the Two White Flint North building of the NRC complex. Headquarters Operations Officers (HOO) staff the HOC continuously to receive and document telephone notifications from licensees and others. Written reports of these notifications are distributed outside the HOC for review and follow-up action. A small number of these notifications trigger activation of the NRC Incident Response Plan, under which response teams use the facilities in the HOC, in the regional offices, and at the plant sites to fulfill the NRC mission of ensuring that the public is adequately protected.

Operational readiness for the HOC is supported by the Operations Center Information Management System (OCIMS). OCIMS is a General Support Services (GSS) system that includes a range of sub-systems for data, display and voice. The OCIMS sub-system that is used by the responder staff to manage and share incident reporting data is the Response Computer System (RCS). RCS is an in-house custom Sybase application that was implemented in 2001. It supports HOC responders in creating incident reporting chronicles and briefing materials used during incident response. Data is entered and displayed on the individual personal computers in the HOC which share a common LAN. There is also an interface with the overhead large display monitors. After an incident or exercise, RCS is used for Lessons Learned analysis and is the archive repository for event-related material.

The incident reporting needs in the HOC have been changing and there are requirements to handle multiple events and add other capabilities that exist in commercially available off the shelf (COTS) software. There is an urgent need to replace the in-house RCS system with a modern COTS system that more readily meets incident response needs.

2. OBJECTIVE

The primary objective of this contract is to replace the existing RCS with a modern COTS system for crisis management and incident response reporting, tracking, and coordination.

The replacement system should provide:

- User friendly functionality and interfaces
- Ease of system administration
- Ease of maintenance
- Common, collective "response chronology", in addition to maintaining individual team chronologies.
- "Status Boards" capability that are easy and efficient for all response teams to create and update
- Accessibility for both internal and external responders
- Interfaces with the OCIMS audio/visual display system.
- Archiving capability for all documentation created while being used for an event response.
- Historical reporting, so that users are able to provide items for an after action report and corrective actions system.
- Systems reliability and backups; automatic failover to backup database and web server that will be used in the case the primary systems fail or in the case of Continuity of Operations (COOP).
- Secure mechanisms to share data collaboratively with NRC stakeholders, both internal and external
- Compliance with the provisions and standards for Incident Command System (ICS) which can be found

- at the National Incident Management System (NIMS) web site (<http://www.nimsonline.com>)
- Compliance with the provisions of the Emergency Support Functions (ESF) which can be found at the Federal Emergency Management Agency (FEMA) web site (http://www.fema.gov/pdf/emergency/esf15_071806.pdf).

Benefits of this new system include:

- Ease of use and increased situational awareness in the HOC
- Increased effectiveness of the HOC responders to work collaboratively with internal and external stakeholders.
- Increased ability to maintain and add new features
- Reduced maintenance costs from a customized in-house system

3. SCOPE OF WORK

The contractor shall replace the Response Computer System with a modern COTS package. The replacement activities will include:

- provide and configuring new equipment required
- provide and configuring a backup system
- provide and configuring new COTS software
- technical systems and design services for the new COTS software
- implementing new security controls for new COTS software and web enabled interfaces
- designing reports and other systems features for new COTS software that are replacements for the RCS reports and features
- design additional new Status Boards, as mutually agreed on by the contractor and NRC, for use by responders
- installation, administration, and testing required for production system
- training for administrators and users
- demonstration support for use of the new COTS system during one exercise

4. REQUIREMENTS

In order to support NRC's mission to ensure adequate protection of public health and safety, the contractor shall complete the following tasks:

- Design
 - a. The contractor shall perform a design review analysis of the RCS replacement
- Hardware
 - a. Provide the Hardware that is required for a primary and backup system
 - b. Provide for a tape backup
 - c. Provide other hardware that may be required for future interfaces to share data with NRC stakeholders who are not on NRC's network.
- Software
 - a. Provide and install the appropriate operating system, data base, and replication software
 - b. Provide and install the software that will enable the HOC to create Status Boards and share data.
- Professional Services
 - a. Provide professional services to include installation, configuration, training and implementation
 - b. Provide professional services required for a production release
 - c. Provide customer support for a year after installation
- Training
- Optional Services
 - a. Provide support for FISMA which will be required to re-certify the OCIMS upgrade with the new COTS software
 - b. Provide additional Services for Status Board design and building

- c. Provide assistance with the integration of the electronic documentation library (e-library) with WebEOC/WebFusion.

4.1. Design

- 4.1.1. The contractor shall execute a design review and provide a design review analysis to the NRC. The design should be reviewed and approved/disapproved by the NRC within 10 business days of the design submittal. The contractor is expected to make the necessary changes to accommodate NRC needs and security requirements.

4.2. Hardware

- 4.2.1. The contractor shall provide three data base servers that meet the following specifications:

Database Server

1st Processor: Dual Core Intel Xeon 3.0GHz/4MB Cache, 1333MHz Front Side Bus (brand name or equal)

2nd Processor: Dual Core Intel Xeon 3.0GHz/4MB Cache, 1333MHz Front Side Bus (brand name or equal)

Memory: 4 GB 667MHz RAM

Hard Drive: Five (5) 36GB, SAS, 15K

Hard Drive Controller: Dual Channel

Backplane Split Backplane

Hard Drive Configuration RAID 1/RAID 5

Floppy Disk Drive: 1.44MB Floppy Drive

NIC: GB NICS

CD-ROM or DVD-ROM Drive: 24X CD-ROM

Power Supply Redundant Power Supply

- 4.2.2. The contractor shall provide three web servers that meet the following specifications:

Web Server

1st Processor: Dual Core Intel Xeon 2.0GHz/4MB Cache, 1333MHz Front Side Bus (brand name or equal)

2nd Processor: Dual Core Intel Xeon 2.0GHz/4MB Cache, 1333MHz Front Side Bus (brand name or equal)

Memory: 4 GB 667MHz RAM

Hard Drive: Two (2) 36GB, SAS, 15K

Hard Drive Controller: Single Channel

Backplane x4 Backplane

Hard Drive Configuration RAID 1

Floppy Disk Drive: 1.44MB Floppy Drive

NIC: GB NIC

CD-ROM or DVD-ROM Drive: 24X CD-ROM

Power Supply Redundant Power Supply

- 4.2.3. The contractor shall provide tape backup hardware. This will be sized appropriately in order to be able to backup the data. The contractor shall also provide hardware to connect the backup unit to the server.
- 4.2.4. The contractor shall provide KVM cables for the servers.

4.3. Software

- 4.3.1. The contractor shall provide a brand name or equal operating system on all the servers

Operating System: BRAND NAME OR EQUAL: Windows Server 2003 (32 bit, 64 bit), Standard Edition, includes 5 CALS NOTE: IA64 is not supported Microsoft .Net Framework 2.0

4.3.2. The contractor shall provide brand name or equal database software for the database servers:

TP - BRAND NAME OR EQUAL: Microsoft® SQL Server" 2005 STD 1 CPU License (32) 4 SQL licenses

TP - BRAND NAME OR EQUAL: Microsoft® SQL Server STD 2005 Media Kit (32) 2 kits

4.3.3. The contractor shall provide tape backup software.

4.3.4. The contractor shall provide the following software:

- BRAND NAME OR EQUAL: WebEOC® Professional - Standard Edition 7.0 quantity 1, for use on the primary server
- BRAND NAME OR EQUAL: WebEOC® Second Server Software quantity 1, for use on the backup server
- BRAND NAME OR EQUAL: TP - Double-Take® Standard w/1YR SA (per license) quantity 2 for backup
- BRAND NAME OR EQUAL: ESi WebFusion quantity 1

4.3.5 The contractor shall provide 6 licenses for the Norton Anti-Virus Corporate Edition version 10.1.5.

4.4. Professional Services

4.4.1. The contractor shall install and configure the servers

4.4.2. The contractor shall to harden the servers in order to meet NRC specifications. The contractor is also expected to assist the Office of Information Systems (OIS) to make sure that the hardening fulfills the NRC needs and complies NRC security requirements.

4.4.3. The contractor shall install and configure WebEOC

4.4.4. The contractor shall install and configure WebFusion

4.4.5. The contractor shall plan and implement an exercise to test the system

4.4.6. The contractor shall provide services required for initial production release.

4.4.7. The contractor shall provide project management for this project

4.5. Training

4.5.1. The contractor shall provide administrator and user training for the WebEOC product

4.5.2. The contractor shall provide administrator and user training for the WebFusion product

4.6. Optional Services

4.6.1. If this option is exercised the contractor shall provide technical services to assist in FISMA certification related to OCIMS once the new system is installed.

4.6.2. If this option is exercised the contractor shall provide assistance in configuring additional Status Boards and other related capabilities as needed

4.6.3. If this option is exercised the contractor will assist in integrating the electronic documentation library (e-library) with WebEOC/WebFusion.

4.6.4. If this option is exercised the contractor will provide 1 QTY Server rack.

5. TRAVEL

Travel will be expected during the contract to the NRC Operations Center located in

U.S. NRC Two White Flint North
11545 Rockville Pike
T-4B5
Rockville, Maryland 20852-2738

The contractor shall quote all travel and per diem costs that are required to complete this project. Travel should be quoted according to the Federal Travel regulations.

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
52.246-2	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	AUG 1996
52.246-16	INSPECTION OF SUPPLIES--FIXED-PRICE RESPONSIBILITY FOR SUPPLIES	APR 1984

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

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on award date and will expire September 30, 2009.

F.3 DELIVERY SCHEDULE

Incident Response Management System
Deliverable Schedule

Deliverable	Start Date/ End Date	Duration
1. Kickoff meeting	3 days after award of contract	2 hours
2. Design Review - meetings - design analysis document	Start 1 week after award of contract 1 week after start of design 3 weeks after start of design	5 weeks
3. Hardware - delivery of web and db svrs - delivery of tape bkup hdwr - delivery of KVM cables	Start 6 weeks after award of contract 1 week after start of hardware task same same	1 week
4. Software - delivery of server sftwr - delivery of db sftwr - delivery of tape bkup sftwr	Start 7 weeks after award of contract 1 week after start of software task Same Same	1 week
5. Professional Services - install and configure hdwr - hardening svrs - install and configure WebEOC - install and configure WebFusion	Start 8 weeks after award of contract 1 week after start of services task 1 week after start of services task 5 weeks after start of services task 5 weeks after start of services task	5 weeks
6. Project Management - weekly meetings/status reports - briefings	Start with contract award Through duration of contract	12 months
7. Training, Testing, and Release - WebEOC user/admin training - WebFusion user/admin training - Plan/implement test exercise - support production release	Start 13 weeks after award of contract 2 weeks after start of Training task 4 weeks after start of Training task 5 weeks after start of Training task 6 weeks after start of Training task	7 weeks
8. - FISMA cert support	To be scheduled at completion of tasks 1	

- Status Board dev. - integration w/ E-Library	through 7 – task 8 should be completed by September 30, 2009.	
9. Contract Wrapup	September 2009	

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

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

Name: Louise Lovell

Address: US NRC
Mail Stop T4 -A45
11545 Rockville Pike
Rockville MD 20852

Telephone Number: 301-415-7835

Email: Loiuse.Lovell@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

*To be incorporated into any resultant contract

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

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

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

H.2 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.3 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.

H.4 Compliance with U.S. Immigration Laws and Regulations

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

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

(End of Clause)

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

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

NUMBER	TITLE	DATE
	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 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
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, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	JUN 1998

	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.232-25	PROMPT PAYMENT	OCT 2003

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-07-08-503 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 PRIME SOURCE TECHNOLOGIES, 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-07-08-503 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 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 423430 assigned to contract number NRC-07-08-503.

[Contractor to sign and date and insert authorized signer's name and title].

I.5 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
 - (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
 - (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.6 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>

I.7. DISEMINATION OF INFORMATION

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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
1	BILLING INSTRUCTIONS FFP	3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

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

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

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